



## Cochise County Board of Supervisors

Public Programs...Personal Service  
www.cochise.az.gov

**RICHARD R. SEARLE**  
Chairman  
District 3

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**ANN ENGLISH**  
Supervisor  
District 2

**JAMES E. VLAHOVICH**  
County Administrator

**EDWARD T. GILLIGAN**  
Deputy County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

### **AGENDA FOR REGULAR BOARD MEETING**

**Tuesday, July 26, 2016 at 10:00 AM**

BOARD OF SUPERVISORS HEARING ROOM  
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

**ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION**

**PLEDGE OF ALLEGIANCE**

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING**

#### **ROLL CALL**

*Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.*

---

*Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.*

### **CONSENT**

#### **Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of July 12, 2016.

#### **Community Development**

2. Approve the award of Invitation for Bid (IFB) No. 16-34-HFP-02 for corrugated metal pipe and related items for the Community Development Department, Highway and Floodplain Division to Arizona Culvert Company in the not to exceed amount of \$75,000 for the contract period of August 1, 2016 through July 31, 2017 with a four year renewal option in one year increments.
3. Approve the award of Invitation for Bid (IFB) No. 16-42-HFP-02 for concrete and other related items for the Community Development, Highway and Floodplain Division to various contractors in the not to exceed amount of \$100,000 for the contract period of August 1, 2016 through July 31, 2017 with a four year renewal option in one year increments.

4. Approve the award of Invitation for Bid (IFB) No. 16-44-HFP-04 for Hot and Cold Mix road material for the Community Development Department, Highway and Floodplain Division to Granite Construction as the primary supplier and KE&G Construction as the secondary supplier in the not to exceed amount of \$280,000 for the contract period of August 1, 2016 through July 31, 2017 with a four year renewal option in one year increments.
5. Approve the renewal of Contract No. IFB 15-38-HFP-04 for Crushed Aggregate and Riprap for the Community Development Department, Highway and Floodplain Division to various Contractors in the not to exceed amount of \$155,000 for the period of August 1, 2016 through July 31, 2017.
6. Approve the renewal of Contract No. IFB 15-37-HFP-04 For High and Low Volume Chips for the Community Development Department, Highway and Floodplain Division to various Contractors in the not to exceed amount of \$300,000 for the contract period of August 1, 2016 through July 31, 2017.

#### **County Assessor**

7. Approve the Assessor's recommendation to approve the attached list of 46 property tax exemption applications which qualify for the exemption but were filed with the Assessor after the statutory filing deadline of March 1, 2016.

#### **County Sheriff**

8. Accept a donation from the Howard G. Buffett Foundation for 40 Motorola XPR7550 portable radios in the amount of \$24,515 to the Cochise County Sheriff's Office for the experimental Ranch Program that will be distributed to rural ranchers/farmers to enhance their safety and security in the border regions of Cochise County.
9. Accept a donation from the Howard G. Buffet Foundation in the amount of \$74,746.14 to the Cochise County Sheriff's Office for the 700 MHz ASTRO Repeater Site Project.

#### **Facilities**

10. Approve Amendment No. 7 to ADC Agreement No. 090098DC extending the Lease Agreement for the Arizona Department of Corrections Facilities located at Bisbee-Douglas Airport from August 1, 2016 to January 31, 2017.

#### **Finance**

11. Approve demands and budget amendments for operating transfers.

#### **Health & Social Services**

12. Approve amendment No. 107-16-1 to the SEAGO-Area Agency on Aging Grant for FY15-16, Contract # 107-16 for Case Management and Family Caregiver Services between the SEAGO and Cochise Health & Social Services to increase the funding by a total of \$708 bringing the total award amount to \$247,727 for the period of 7/1/15 – 6/30/16.

13. Approve amendment No. 107-16-2 to the SEAGO-Area Agency on Aging Grant for FY15-16, Contract # 107-16 for Case Management and Family Caregiver Services between the SEAGO and Cochise Health & Social Services transferring funding of \$12,000 from the Caregiver Management program to the Caregiver Outreach program for a total award amount of \$247,727 for the period of 7/1/15 – 6/30/16.

### **Juvenile Probation**

14. Adopt Resolution 16-21 Family Counseling Funding as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), Juvenile Justice Services Division (JJSD) in the amount of \$16,055 and the required \$3,086 matching funds as budgeted in the general fund budget submitted by Juvenile Court Services.

### **Procurement**

15. Approve the use of Arizona State Purchasing Cooperative Agreement with the State of Arizona Procurement Office and General Services Administration for the period of five State fiscal years beginning on July 6, 2016 through June 30, 2021.
16. Approve RFP 16-23-SHF-03 with Supplemental Health Care on behalf of the Health and Social Services Department to provide staffing services for nursing services primarily at the Cochise County Jail for the period of August 1, 2016 through July 31, 2017 with options to renew for four additional years.

### **Public Defender**

17. Approve state grant public defender training funds per ARS12-117 in the amount of \$3,500 for the Public Defender for July 1, 2016 through June 30, 2017

## ***PUBLIC HEARINGS***

### **Board of Supervisors**

18. Approve a new liquor license application for a series #13 Farm Winery liquor license submitted by Mr. Walter Hunt for DreamCatcherWay Vineyards, located at 1203 N. Cochise Stronghold Road, Cochise, AZ 85606.

### **Community Development**

19. [ITEM TABLED FROM June 28, 2016 Meeting] Adopt Zoning Ordinance 16-02 to approve Docket R-16-01 for the proposed amendments to the Cochise County Zoning Regulations to clarify, standardize, and simplify language.

## ***ACTION***

### **Board of Supervisors**

20. Approve sales from the May 2016 Tax Deed Land Auction of parcels and units listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

21. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2016-17 Fiscal Year and approve continuing annual memberships for 2016-17, with payment of associated dues as described herein.

### **County Sheriff**

22. Approve the Sheriff's Office request to create an additional Administrative Assistant position to assist the Administrative Manager and the jail utilizing Jail Enhancement Funds in the amount of \$40,231.09 annually.

### **Health & Social Services**

23. Approve payment of several over six month claims submitted by Canyon Vista Medical Center for Title 36 Patients in the amount of \$32,735 for service dates in 2015 and 2016.

### **CALL TO THE PUBLIC**

*This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.*

### **REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS**

### **SUMMARY OF CURRENT EVENTS**

**Report by District 1 Supervisor, Patrick Call**

**Report by District 2 Supervisor, Ann English**

**Report by District 3 Supervisor, Richard Searle**

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

---

**Cochise County Board of Supervisors**  
1415 Melody Lane, Building G Bisbee, Arizona 85603  
520-432-9200 520-432-5016 fax board@cochise.az.gov

## Board of Supervisors

## Regular Board of Supervisors Meeting

Meeting Date: 07/26/2016

Minutes

Submitted By: Rebecca Reynolds, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

# of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate  
or Basis for Support?:

## Information

## Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of July 12, 2016.

## Background:

Minutes

## Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

## Impact of NOT Approving/Alternatives:

n/a

## To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

## Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

## Fund Transfers

## Attachments

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING HELD ON  
Tuesday, July 12, 2016**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, July 12, 2016 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Richard R. Searle, Chairman; Patrick G. Call, Vice-Chairman; Ann English, Member  
Staff James E. Vlahovich, County Administrator; Edward T. Gilligan, Deputy County  
Present: Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Kim Lemons,  
Assistant to the Clerk of the Board

Chairman Searle called the meeting to order at 10:00 a.m.

**ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION**

**PLEDGE OF ALLEGIANCE**

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING**

---

***CONSENT***

**Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of June 28, 2016.

**Community Development**

2. Approve the award of Invitation For Bids (IFB) No. 16-43-HFP-04 for Guardrail Repair and Replacement to Brown and White Inc. in the not to exceed amount of \$290,000 for the Community Development, Highway and Floodplain Division for a one year period starting August 1, 2016 through July 31, 2017 with a renewal option of four years in one year increments.

**County Attorney**

3. Approve the Crime Victim Compensation Grant No. VC-17-050 in the amount of \$69,934 for the period of July 1, 2016 through June 30, 2017.

## **Elections & Special Districts**

4. Adopt Resolution 16-20 to approve the Vote Centers for the 2016 Primary and General elections as listed on the attached Exhibit, and authorize the Elections Director to make substitutions as necessary prior to each election, in the event that a Vote Center replacement needs to be made in accordance with A.R.S. 16-411.
5. Approve Poll Workers for the 2016 Primary and General Elections as indicated on the attached list and authorize the Elections Director to make substitutions as necessary prior to each election, to ensure that all Vote Centers are staffed adequately with trained election poll workers.

## **Finance**

6. Approve demands and budget amendments for operating transfers. Warrants Nos. 1000-1006, 1020-1090, 10124-100272, 100282-100317 were issued in the amount of \$1,296,258.82.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	Wick Communications Sierra Vista Herald	\$206.73

Issued warrants are listed as an attachment at the end of the minutes.

## **Health & Social Services**

7. Approve renewal of South Eastern Arizona Government Organization (SEAGO)-Area Agency on Aging Grant for fiscal year 16-17, Contract # 107-17 for Case Management and Family Caregiver Services between the SEAGO and Cochise Health & Social Services in the amount of \$232,028 for the period of July 1, 2016 through June 30, 2017.

## **Solid Waste**

8. Approve the contract with Cornerstone for design and construction plan preparation for Cell 4 of the Western Regional Landfill in the amount of \$52,600.

## **Workforce Development**

9. Approve Amendment #5 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2018.

Supervisor English moved to approve items 1-9 on the consent agenda. Vice-Chairman Call seconded the motion and it carried unanimously.

## **ACTION**

## **Elections & Special Districts**

10. Approve the actions to 1) cancel elections for precinct committeemen for all precincts, and 2) appoint those who filed timely as precinct committeemen for their respective party (Exhibit B) with the provision that those who are appointed by today's Board action are deemed as elected in accordance with A.R.S. section 16-822 (B), and 3) declare vacancies in those precincts in which no one filed as a precinct committeemen or fewer people filed than the number of seats available, as detailed on the attached Exhibit C.

Ms. Katie Howard, Elections and Special Districts Director presented this item. Ms. Howard summarized display Exhibits A, B and C that listed precinct committeemen who filed for appointment by their respective parties and precincts in which no one filed, listed as declared vacancies. These exhibits were previously provided to the Democrat and Republican Party Chairman.

Vice-Chairman Call moved to approve the actions to 1) cancel elections for precinct committeemen for all precincts, and 2) appoint those who filed timely as precinct committeemen for their respective party (Exhibit B) with the provision that those who are appointed by today's Board action are deemed as elected in accordance with A.R.S. section 16-822 (B), and 3) declare vacancies in those precincts in which no one filed as a precinct committeemen or fewer people filed than the number of seats available, as detailed on the attached Exhibit C.

Supervisor English seconded the motion.

Chairman Searle called for vote and it was approved 3-1.

### ***CALL TO THE PUBLIC***

Chairman Searle opened the call to the public.

No one chose to speak and Chairman Searle closed the call to the public.

*This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.*

### ***REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS***

Mr. Vlahovich deferred his report.

### ***SUMMARY OF CURRENT EVENTS***

#### **Report by District 1 Supervisor, Patrick Call**

Mr. Call reported that he would be attending the Tour of Coronado Farms Dairy & Feeding Facility in Kansas Settlement; the Hereford Natural Resource Conservation District (NRCD) meeting; the Southeastern Arizona Contractors Association (SACA) luncheon next Wednesday, Congressman Martha McSally is the guest speaker; and a BLM meeting tomorrow.

#### **Report by District 2 Supervisor, Ann English**

Ms. English deferred her report.



**Report by District 3 Supervisor, Richard Searle**

Mr. Searle said he would be attending the Farm Bureau policy meeting tonight in Willcox.

Chairman Searle adjourned the meeting at 10:12 a.m.

APPROVED:

---

Richard R. Searle, Chairman

ATTEST:

---

Kim Lemons, Assistant to the Clerk of the Board

## Cochise Co. Demands 7.12.16

99893	06/22/2016	Arizona Public Service (APS)	\$4,328.27	99970	06/23/2016	CenturyLink	\$33.07
99894	06/22/2016	Arizona Water Company	\$1,035.13	99971	06/23/2016	Cerendipitees	\$1,060.00
99895	06/22/2016	Arizona Water Company	\$8,723.84	99972	06/23/2016	Christopher Hitchcock PLC	\$350.00
99896	06/22/2016	Benson, City of	\$289.78	99973	06/23/2016	Cochise Lock & Safe	\$4.86
99897	06/22/2016	CenturyLink	\$67.58	99974	06/23/2016	Copygraphix Inc.	\$96.10
99898	06/22/2016	CenturyLink	\$3,503.02	99975	06/23/2016	Copygraphix Inc.	\$96.10
99899	06/22/2016	CenturyLink	\$72.19	99976	06/23/2016	Creative Communications Sales & Rentals, Inc.	\$125.80
99900	06/22/2016	Cochise Private Industry Council, Inc.	\$20,165.00	99977	06/23/2016	CRM of America LLC	\$6,030.87
99901	06/22/2016	Cochise Private Industry Council, Inc.	\$49,194.00	99978	06/23/2016	Crop Production Service Inc	\$6,547.68
99902	06/22/2016	Culligan of Tucson	\$441.71	99979	06/23/2016	Culligan of Tucson	\$36.49
99903	06/22/2016	Douglas, City of	\$26.22	99980	06/23/2016	Culligan of Tucson	\$157.01
99904	06/22/2016	Federal Express Corporation	\$21.48	99981	06/23/2016	Curfman Storage, LLC	\$900.00
99905	06/22/2016	Lea, Adele Marie	\$219.00	99982	06/23/2016	DDB Unlimited, Inc	\$17,638.81
99906	06/22/2016	Rose, Linda S	\$123.40	99983	06/23/2016	Dell Marketing LP	\$1,588.52
99907	06/22/2016	Southwest Gas Corporation	\$3,937.56	99984	06/23/2016	Deluxe Business Forms	\$606.08
99908	06/22/2016	Sprint	\$67.82	99985	06/23/2016	Demco Inc.	\$213.76
99909	06/22/2016	Sulphur Springs Valley Electric Coop, Inc.	\$671.92	99986	06/23/2016	Deneke, Buffy	\$1,003.00
99910	06/22/2016	Sulphur Springs Valley Electric Coop, Inc.	\$12,169.05	99987	06/23/2016	Dibble & Associates Consulting Engineers, Inc.	\$3,805.00
99911	06/22/2016	Sulphur Springs Valley Electric Coop, Inc.	\$1,231.51	99988	06/23/2016	Emily Danies Attorney at Law LLC	\$2,975.00
99912	06/22/2016	Thomson West	\$1,958.42	99989	06/23/2016	Empire Southwest LLC	\$959.55
99913	06/22/2016	Tyler Technologies, Inc.	\$900.00	99990	06/23/2016	Empire Southwest LLC	\$2,458.03
99914	06/22/2016	Valley Telephone Cooperative, Inc.	\$116.40	99991	06/23/2016	Evans Law Offices, PLLC	\$4,500.00
99915	06/22/2016	Valley Telephone Cooperative, Inc.	\$293.85	99992	06/23/2016	FasPsych, LLC	\$3,315.00
99916	06/22/2016	US Postal Service	\$3,000.00	99993	06/23/2016	Federal Express Corporation	\$5.89
99917	06/22/2016	Benton, Russalice	\$227.50	99994	06/23/2016	Fisher Sand & Gravel	\$14,482.65
99918	06/22/2016	Clinton, Mary Frances	\$50.00	99995	06/23/2016	Fisher Sand & Gravel	\$48,701.08
99919	06/22/2016	Grady, Michael Edward	\$100.00	99996	06/23/2016	Flores, Juan P	\$5,177.92
99920	06/22/2016	Redding, Gary L	\$115.00	99997	06/23/2016	Genesis OB/GYN, PC	\$54.28
99921	06/22/2016	Schelling, Thomas	\$50.20	99998	06/23/2016	George Medina - George's Upholstery	\$65.34
99922	06/22/2016	Verheul, Fred J	\$100.00	99999	06/23/2016	Griffith, David B. Esq.	\$15,200.00
99923	06/22/2016	Viverto, John T	\$50.00	100000	06/23/2016	HOV Services/Lason Systems	\$101.25
99924	06/22/2016	Weston, Robert W	\$115.00	100001	06/23/2016	Interstate Battery	\$119.92
99925	06/22/2016	Wilhelm, Jonathan D.	\$115.00	100002	06/23/2016	JE Fuller/Hydrology & Geomorphology, Inc.	\$5,108.07
99926	06/22/2016	A-L Financial Corp	\$204.93	100003	06/23/2016	John William Lovell, PC	\$1,015.00
99927	06/22/2016	Cochise County/Sheakley/National Bank	\$8,278.91	100004	06/23/2016	Johnson, Dennis	\$100.00
99928	06/22/2016	Licking County CSEA	\$178.61	100005	06/23/2016	JWS Web Design LLC	\$400.00
99929	06/22/2016	NYS Child Support Processing Center	\$32.00	100006	06/23/2016	Keefe Supply Company	\$2,307.19
99930	06/22/2016	Pennsylvania SCDU	\$215.00	100007	06/23/2016	Keefe Supply Company	\$5,263.76
99931	06/22/2016	Pre-paid Legal Services, Inc. dba LegalShield	\$1,517.75	100008	06/23/2016	Killer Bee Honey LLC	\$400.00
99932	06/22/2016	Support Payment Clearinghouse	\$6,588.94	100009	06/23/2016	Laboratory Corporation of America	\$114.08
99933	06/22/2016	The Hameroff Law Group, PC	\$271.29	100010	06/23/2016	Law Office of Daniel DeRienzo PLLC	\$2,166.00
99934	06/22/2016	Treasurer of Virginia	\$104.50	100011	06/23/2016	Law Office of Joan M Sacramento	\$8,400.00
99935	06/22/2016	U.S. Department of Education	\$157.62	100012	06/23/2016	Law Offices of Ruben Teran S.	\$1,957.00
99936	06/23/2016	Alphagraphics	\$336.36	100013	06/23/2016	Levitt, Harriette P.	\$185.00
99937	06/23/2016	Alternative Counseling Service, Inc	\$440.00	100014	06/23/2016	Lin-Cum, Inc.	\$502.38
99938	06/23/2016	Amazon.com LLC	\$3,822.06	100015	06/23/2016	Little Caesars	\$5.44
99939	06/23/2016	Andrews, Barbara S	\$200.00	100016	06/23/2016	Long, Jerrod D. DDS	\$1,757.00
99940	06/23/2016	Arizona Department of Corrections	\$160.00	100017	06/23/2016	Lowell A. Jensen, PLC	\$2,640.00
99941	06/23/2016	Arizona Department of Corrections	\$660.00	100018	06/23/2016	McGowan, Mark J.	\$10,400.00
99942	06/23/2016	Arizona Department of Corrections - Douglas	\$45.00	100019	06/23/2016	Medical Diagnostic Imaging Group	\$255.39
99943	06/23/2016	Arizona Department of Corrections - Douglas	\$128.50	100020	06/23/2016	Merle's Automotive Supply, Inc.	\$837.13
99944	06/23/2016	Arizona Department of Corrections - Douglas	\$695.23	100021	06/23/2016	Michael Baker International, Inc.	\$4,132.50
99945	06/23/2016	Arizona Department of Corrections - Douglas	\$760.00	100022	06/23/2016	Microwave Networks, Incorporated	\$12,226.00
99946	06/23/2016	AZ Department of Corrections ASPC-Tucson	\$108.75	100023	06/23/2016	Mundt, Lester E.	\$49.68
99947	06/23/2016	Arizona Historical Society	\$50.00	100024	06/23/2016	National Association of Counties (NACO)	\$2,627.00
99948	06/23/2016	AZ Local Health Officers Association (ALHOA)	\$300.00	100025	06/23/2016	National Center for State Courts	\$27,309.00
99949	06/23/2016	Arizona State Forestry Division	\$9,472.92	100026	06/23/2016	Norment Security Group Inc.	\$2,439.55
99950	06/23/2016	Arizona State Land Department	\$806.96	100027	06/23/2016	O'Rielly Chevrolet, Inc.	\$655.19
99951	06/23/2016	Arizona State Land Department	\$620.47	100028	06/23/2016	OverDrive, Inc.	\$1,915.04
99952	06/23/2016	Asato, Ryan	\$100.00	100029	06/23/2016	Pitney Bowes, Inc.	\$1,044.96
99953	06/23/2016	Audio Editions	\$463.93	100030	06/23/2016	Potters Industries, Inc.	\$15,812.65
99954	06/23/2016	Banner-University Physicians Healthcare, Inc.	\$1,000.00	100031	06/23/2016	Prudential Overall Supply	\$83.98
99955	06/23/2016	Beacon Secure	\$50.00	100032	06/23/2016	Prudential Overall Supply	\$21.84
99956	06/23/2016	BI Incorporated	\$1,237.98	100033	06/23/2016	Prudential Overall Supply	\$43.60
99957	06/23/2016	Bisbee Towing	\$125.00	100034	06/23/2016	Prudential Overall Supply	\$75.58
99958	06/23/2016	Bisbee, City of (Ambulance)	\$1,979.39	100035	06/23/2016	Prudential Overall Supply	\$88.57
99959	06/23/2016	Bisbee, City of (Ambulance)	\$983.00	100036	06/23/2016	Purcell's Western State Tire Company	\$1,290.11
99960	06/23/2016	Boyd Equipment Center	\$1,063.90	100037	06/23/2016	Ralph Malanga, PC	\$1,521.80
99961	06/23/2016	Branco Machinery Co.	\$1,015.62	100038	06/23/2016	Recorded Books, LLC	\$6,066.93
99962	06/23/2016	Brown, Mark L	\$490.00	100039	06/23/2016	Reed, Cynthia - Court Reporter	\$240.80
99963	06/23/2016	Cardinal Health Inc.	\$87.05	100040	06/23/2016	Richardsons Remembrance Center	\$500.00
99964	06/23/2016	Catholic Community Services Southern AZ, Inc.	\$409.00	100041	06/23/2016	Robert J. Zohlmann, Esq.	\$2,782.60
99965	06/23/2016	CDW Government	\$2,483.08	100042	06/23/2016	Rothrock Investigations, LLC	\$878.80
99966	06/23/2016	CEMEX Construction Materials South, LLC	\$2,908.69	100043	06/23/2016	Runbeck Election Services	\$18,315.77
99967	06/23/2016	Central Alarm Inc	\$552.00	100044	06/23/2016	RWC International, LTD	\$1,525.21
99968	06/23/2016	CenturyLink	\$34.30	100045	06/23/2016	RWC International, LTD	\$3,654.68
99969	06/23/2016	CenturyLink	\$73.85	100046	06/23/2016	RWC International, LTD	\$2,932.69

100047	06/23/2016	Sanofi Pasteur	\$3,692.34	100124	06/29/2016	Arizona Public Service (APS)	\$10,671.60
100048	06/23/2016	Schlesinger, Aaron	\$182.00	100125	06/29/2016	Arizona Public Service (APS)	\$2,410.16
100049	06/23/2016	Senergy Petroleum LLC	\$8,531.93	100126	06/29/2016	Arizona Water Company	\$3,293.85
100050	06/23/2016	Senergy Petroleum LLC	\$13,452.52	100127	06/29/2016	Bella Vista Water Company-Liberty Water	\$1,183.51
100051	06/23/2016	Senergy Petroleum LLC	\$1,630.82	100128	06/29/2016	Benson, City of	\$344.09
100052	06/23/2016	Senergy Petroleum LLC	\$15,767.88	100129	06/29/2016	CenturyLink	\$2,413.59
100053	06/23/2016	SHI International Corp.	\$704.50	100130	06/29/2016	CenturyLink	\$2,520.00
100054	06/23/2016	Shreve, Virginia	\$250.00	100131	06/29/2016	CenturyLink	\$2,163.04
100055	06/23/2016	Sierra Vista Builders Supply	\$4,929.62	100132	06/29/2016	Pueblo del Sol Water Company	\$56.22
100056	06/23/2016	Sierra Vista NAPA	\$336.47	100133	06/29/2016	Southwest Gas Corporation	\$118.67
100057	06/23/2016	Sierra Vista NAPA	\$386.97	100134	06/29/2016	Sparkletts	\$67.02
100058	06/23/2016	Sierra Vista NAPA	\$108.87	100135	06/29/2016	Sulphur Springs Valley Electric Coop, Inc.	\$4,928.61
100059	06/23/2016	Sierra Vista, City of	\$9,695.61	100136	06/29/2016	Sulphur Springs Valley Electric Coop, Inc.	\$55.35
100060	06/23/2016	Sound Off Signal	\$7,118.10	100137	06/29/2016	Sulphur Springs Valley Electric Coop, Inc.	\$611.23
100061	06/23/2016	Southeastern AZ Contractors Assn (SACA)	\$48.00	100138	06/29/2016	Valley Telephone Cooperative, Inc.	\$1,182.07
100062	06/23/2016	Sparkletts	\$11.84	100139	06/29/2016	Alvarez, Rachael N	\$37.50
100063	06/23/2016	Sparkletts	\$25.54	100140	06/29/2016	First Baptist Church	\$250.00
100064	06/23/2016	Sparkletts	\$25.54	100141	06/29/2016	Fleming, Patricia	\$535.00
100065	06/23/2016	Sparkletts	\$31.46	100142	06/29/2016	Marchese, Dolores C	\$115.00
100066	06/23/2016	Sparkletts	\$12.67	100143	06/29/2016	Mountain Vista Baptist Church	\$75.00
100067	06/23/2016	Stronghold Signs, Inc.	\$43,883.16	100144	06/29/2016	Price, Andrew E	\$100.00
100068	06/23/2016	Sulphur Springs Valley Electric Coop, Inc.	\$843.87	100145	06/29/2016	Runbeck Election Services	\$38,513.30
100069	06/23/2016	The Bisbee Observer LLC	\$33.00	100146	06/29/2016	Schoder-Ehri, Ruthe	\$115.00
100070	06/23/2016	The Law Office of Robert Hicks, PLLC	\$1,400.00	100147	06/29/2016	Shiloh Christian Ministries	\$50.00
100071	06/23/2016	The Manch Law Firm, P.L.L.C.	\$4,707.20	100148	06/30/2016	AACPD-AZ Assn County Planning Director	\$100.00
100072	06/23/2016	Thomson West	\$3,355.97	100149	06/30/2016	Achilles Air Conditioning Systems	\$191.55
100073	06/23/2016	Thorn Law Office	\$4,889.21	100150	06/30/2016	Air-Nem Tower Service, Inc.	\$6,647.70
100074	06/23/2016	Thursby, David	\$100.00	100151	06/30/2016	Alphagraphics	\$193.04
100075	06/23/2016	Tim's Wrecker & Road Service	\$283.00	100152	06/30/2016	Amazon.com LLC	\$642.69
100076	06/23/2016	Time Clock Solutions	\$381.44	100153	06/30/2016	Animal Watchers & More LLC	\$96.00
100077	06/23/2016	Titan Machinery Inc.	\$386.61	100154	06/30/2016	Aqua Life	\$11.00
100078	06/23/2016	Trademark Visual, Inc.	\$615.25	100155	06/30/2016	Arizona Department of Corrections - Douglas	\$392.89
100079	06/23/2016	Trebilcock, Robert Esq.	\$10,075.00	100156	06/30/2016	Arizona Department of Corrections - Douglas	\$1,287.58
100080	06/23/2016	UniFirst Corporation	\$201.47	100157	06/30/2016	Arizona Department of Corrections - Douglas	\$2,788.77
100081	06/23/2016	Valley Telephone Cooperative, Inc.	\$141.39	100158	06/30/2016	Arizona Department of Corrections - Douglas	\$385.60
100082	06/23/2016	Valley Telephone Cooperative, Inc.	\$107.27	100159	06/30/2016	AZ Department of Corrections ASPC-Tucson	\$81.00
100083	06/23/2016	Valley Telephone Cooperative, Inc.	\$195.01	100160	06/30/2016	Arizona Justice of the Peace Association	\$100.00
100084	06/23/2016	VCA Apache Animal Hospital	\$85.52	100161	06/30/2016	Arizona State Prison Complex - Fort Grant	\$105.32
100085	06/23/2016	Vista Service Station Maint & Construc, Inc.	\$6,125.00	100162	06/30/2016	Arizona State Prison Complex - Fort Grant	\$169.25
100086	06/23/2016	Vista Service Station Maint & Construc, Inc.	\$4,223.73	100163	06/30/2016	Arizona State Prison Complex - Fort Grant	\$328.41
100087	06/23/2016	Watch Guard	\$1,012.60	100164	06/30/2016	Arizona State Prison Complex - Fort Grant	\$2,690.40
100088	06/23/2016	Watch Guard	\$264.00	100165	06/30/2016	Arizona State Prison Complex - Fort Grant	\$1,752.80
100089	06/23/2016	Watson Chevrolet Inc	\$355.71	100166	06/30/2016	Arizona State Prison Complex - Fort Grant	\$262.50
100090	06/23/2016	Waxie Sanitary Supply	\$1,147.64	100167	06/30/2016	Arizona Supreme Court	\$1,016.46
100091	06/23/2016	West Elsberry Longenbaugh & Zickerman, PLLC	\$3,205.21	100168	06/30/2016	Ayers, Greg	\$150.00
100092	06/23/2016	West Press	\$146.48	100169	06/30/2016	Baker & Taylor, Inc.	\$2,469.95
100093	06/23/2016	West Press	\$2,089.40	100170	06/30/2016	Barnett's Towing & Oxygen LLC	\$382.00
100094	06/23/2016	Wick Communications	\$128.28	100171	06/30/2016	Barnett's Towing & Oxygen LLC	\$445.00
100095	06/23/2016	Willcox Auto Parts Inc.	\$3,264.16	100172	06/30/2016	Blauer Tactical Systems, Inc.	\$1,734.50
100096	06/23/2016	Willcox Auto Parts Inc.	\$1,827.19	100173	06/30/2016	Boone, Rhonda R	\$6.31
100097	06/23/2016	WR Ryan Company	\$3,484.15	100174	06/30/2016	Budget Blinds	\$4,159.29
100098	06/23/2016	Zumar Industries Inc	\$559.65	100175	06/30/2016	Cable One	\$276.15
100099	06/23/2016	Arizona Business & Education Coalition	\$250.00	100176	06/30/2016	Cannon Water Technology	\$2,627.16
100100	06/23/2016	Arizona Rural Schools Association (ARSA)	\$230.00	100177	06/30/2016	Canyon Vista Medical Center	\$225.00
100101	06/23/2016	AZ Assn of County School Superintendents	\$3,230.00	100178	06/30/2016	CEMEX Construction Materials South, LLC	\$3,888.87
100102	06/23/2016	Backbone Communications	\$21,865.00	100179	06/30/2016	Central Arizona Chapter ICC	\$200.00
100103	06/23/2016	Cochise County Sheriff's Department	\$815.10	100180	06/30/2016	CenturyLink	\$314.27
100104	06/23/2016	Dotson, James	\$95.48	100181	06/30/2016	CenturyLink	\$686.94
100105	06/23/2016	Mortensen, Cynthia	\$42.01	100182	06/30/2016	CenturyLink	\$67.58
100106	06/23/2016	Parra, Steve	\$100.00	100183	06/30/2016	CenturyLink	\$66.78
100107	06/23/2016	Sodora, Gustavo	\$56.98	100184	06/30/2016	CenturyLink	\$66.96
100108	06/23/2016	State Farm	\$50.00	100185	06/30/2016	CenturyLink	\$33.79
100109	06/23/2016	Tyler Technologies, Inc.	\$9,831.00	100186	06/30/2016	CenturyLink	\$33.79
100110	06/23/2016	US Postmaster	\$186.00	100187	06/30/2016	CenturyLink	\$1,890.00
100111	06/23/2016	Washington Federal	\$1,000.00	100188	06/30/2016	Child & Family Resources, Inc.	\$1,018.42
100112	06/23/2016	Acuna, Gloria	\$363.69	100189	06/30/2016	Cochise County Fire Chief's Association	\$50.00
100113	06/23/2016	Faucher, Roland	\$34.00	100190	06/30/2016	Cochise County Justice Court #3	\$50.00
100114	06/23/2016	Flannigan, Ana	\$106.92	100191	06/30/2016	Cochise County Sub-Regional EMS Council (CCEMS)	\$50.00
100115	06/23/2016	James, Shanna	\$16.25	100192	06/30/2016	Cochise Lock & Safe	\$9.72
100116	06/23/2016	Lacombe, Kathleen A.	\$56.16	100193	06/30/2016	Cochise Private Industry Council, Inc.	\$61,613.00
100117	06/23/2016	Lueck, Elizabeth	\$55.62	100194	06/30/2016	Contract Pharmacy Services, Inc.	\$9,855.83
100118	06/23/2016	McCleave, Keturah M	\$68.85	100195	06/30/2016	Copygraphix Inc.	\$94.95
100119	06/23/2016	Pones, Rochelle	\$247.86	100196	06/30/2016	Cornerstone Environmental Group, LLC	\$4,678.77
100120	06/23/2016	Riley, James	\$617.63	100197	06/30/2016	Dell Marketing LP	\$25,697.75
100121	06/23/2016	Tamez, Marla	\$221.13	100198	06/30/2016	Dibble & Associates Consulting Engineers, Inc.	\$2,230.00
100122	06/23/2016	Valenzuela, Esther	\$100.98	100199	06/30/2016	Douglas NAPA	\$186.38
100123	06/23/2016	Willhite, Michael D.	\$182.00	100200	06/30/2016	Douglas, City of	\$2,325.00

100201	06/30/2016	Douglas, City of	\$586.37	100277	06/30/2016	Public Safety Retirement Syst	\$106,555.35
100202	06/30/2016	Durham Communication	\$29,824.61	100278	06/30/2016	Public Safety Retirement Syst	\$17,150.41
100203	06/30/2016	Empire Southwest LLC	\$5,737.50	100279	06/30/2016	Public Safety Retirement Syst	\$1,244.08
100204	06/30/2016	Federal Express Corporation	\$36.89	100280	06/30/2016	Public Safety Retirement Syst	\$634.38
100205	06/30/2016	Gale Group	\$838.65	100281	06/30/2016	Public Safety Retirement Syst	\$1,231.94
100206	06/30/2016	Gasper, Jo Ann	\$15.66	100282	06/30/2016	Appelo, Regan C	\$753.60
100207	06/30/2016	Granite Construction Company	\$3,511.34	100283	06/30/2016	Arzaga, Kelsey	\$176.54
100208	06/30/2016	Honeman, Van G. RDR	\$308.00	100284	06/30/2016	Berry, Trudy	\$44.00
100209	06/30/2016	Hoyt, Johnathon	\$288.58	100285	06/30/2016	Brauchla, Gary	\$63.49
100210	06/30/2016	Hye Tech Network & Security Solutions, LLC	\$148,545.00	100286	06/30/2016	Champagne, Jacqueline	\$118.26
100211	06/30/2016	Interstate Battery	\$208.03	100287	06/30/2016	Conrad Jr., Joseph	\$140.38
100212	06/30/2016	JWS Web Design LLC	\$1,000.00	100288	06/30/2016	Cooper, Renee	\$147.94
100213	06/30/2016	Keefe Supply Company	\$1,786.82	100289	06/30/2016	Dagnino, Felix A	\$164.66
100214	06/30/2016	Lawley Motors	\$2,697.30	100290	06/30/2016	Dagnino, Oralia	\$216.54
100215	06/30/2016	Logicals, Inc.	\$150,289.27	100291	06/30/2016	De La Cruz, Wendy	\$176.24
100216	06/30/2016	Merle's Automotive Supply, Inc.	\$1,586.00	100292	06/30/2016	Edie, Patricia	\$37.85
100217	06/30/2016	Motorola Solutions Inc	\$226,189.14	100293	06/30/2016	Falkenberg, Raymond A	\$29.70
100218	06/30/2016	Mundt, Lester E.	\$14.04	100294	06/30/2016	Florez, Gina	\$197.90
100219	06/30/2016	Nguyen, Nga	\$483.00	100295	06/30/2016	Fulton, Stephanie Jane	\$195.60
100220	06/30/2016	Nyander, Penny Sue	\$806.40	100296	06/30/2016	Gilligan, Judith	\$59.40
100221	06/30/2016	O'Rielly Chevrolet, Inc.	\$149.51	100297	06/30/2016	Greene, Patrick K.	\$32.94
100222	06/30/2016	Packer, Julie Ann	\$55.00	100298	06/30/2016	Gregan, Wayne	\$23.69
100223	06/30/2016	Portable Computer Systems, Inc dba PCS Mobile	\$131,506.27	100299	06/30/2016	Hagle, Suzanne	\$33.21
100224	06/30/2016	ProForce Law Enforcement	\$3,495.62	100300	06/30/2016	Honorable Adam Ambrose	\$71.00
100225	06/30/2016	Prudential Overall Supply	\$201.84	100301	06/30/2016	Howard, Katie A	\$61.00
100226	06/30/2016	Prudential Overall Supply	\$137.80	100302	06/30/2016	Hunley, Amy	\$54.00
100227	06/30/2016	Recorded Books, LLC	\$277.61	100303	06/30/2016	Kennon, Maria D.	\$13.65
100228	06/30/2016	RevolutionaryText, LLC	\$16,000.00	100304	06/30/2016	Leiendecker, Philip	\$44.00
100229	06/30/2016	RWC International, LTD	\$6,794.19	100305	06/30/2016	Maddux, Catherine	\$44.00
100230	06/30/2016	S & S Worldwide, Inc.	\$161.37	100306	06/30/2016	Martzke, James F.	\$67.19
100231	06/30/2016	Safelite Autoglass Corp.	\$354.84	100307	06/30/2016	Miller, Carmen	\$50.87
100232	06/30/2016	Safelite Autoglass Corp.	\$706.45	100308	06/30/2016	Packer, Julie Ann	\$23.38
100233	06/30/2016	Senergy Petroleum LLC	\$12,062.19	100309	06/30/2016	Pitzlin, Maria	\$44.00
100234	06/30/2016	Senergy Petroleum LLC	\$4,547.26	100310	06/30/2016	Rodriguez, Martha L	\$61.00
100235	06/30/2016	Sierra Vista Builders Supply	\$1,868.42	100311	06/30/2016	Traywick, Cathy (Travel Reimb Only)	\$44.00
100236	06/30/2016	Sierra Vista NAPA	\$528.35	100312	06/30/2016	Vickers, Roza	\$142.02
100237	06/30/2016	South East Arizona Legal Support (SEALS)	\$5,475.25	100313	06/30/2016	Villa, Azlin	\$291.14
100238	06/30/2016	Southeastern AZ Behavioral Health Svcs -SEABHS, Inc.	\$295.29	100314	06/30/2016	Watkins, Nathan	\$31.12
100239	06/30/2016	Sparkletts	\$25.83	100315	06/30/2016	Weissler, Liza Y.	\$21.01
100240	06/30/2016	Slamback Septic Service	\$611.50	100316	06/30/2016	Welch, Catherine	\$31.59
100241	06/30/2016	SunTrust Leasing Corp.	\$55,395.84	100317	06/30/2016	Wright, Kimber Lee	\$210.23
100242	06/30/2016	The Bisbee Observer LLC	\$255.01				
100243	06/30/2016	Thomson West	\$7,750.63				
100244	06/30/2016	Titan Machinery Inc.	\$201.26				
100245	06/30/2016	Trademark Visual, Inc.	\$518.52				
100246	06/30/2016	Trammell, Joseph	\$300.00				
100247	06/30/2016	Trinity Services Group, Inc.	\$36,431.42				
100248	06/30/2016	UniFirst Corporation	\$768.26				
100249	06/30/2016	Valley Security Service, Inc.	\$3,814.04				
100250	06/30/2016	Warthan, Kathryn L	\$200.00				
100251	06/30/2016	Watson Chevrolet Inc	\$2,634.77				
100252	06/30/2016	Waxie Sanitary Supply	\$3,016.63				
100253	06/30/2016	Wells, Doris	\$385.00				
100254	06/30/2016	West Press	\$338.37				
100255	06/30/2016	Western Emulsion, Inc	\$31,270.84				
100256	06/30/2016	Whetstone Plumbing Inc	\$6,060.95				
100257	06/30/2016	Willcox Auto Parts Inc.	\$807.76				
100258	06/30/2016	Willcox Auto Parts Inc.	\$1,586.74				
100259	06/30/2016	WIST Office Products Co	\$10.18				
100260	06/30/2016	WR Ryan Company	\$636.84				
100261	06/30/2016	Yepez, Jose	\$550.00				
100262	06/30/2016	ALICE Training Institute, LLC	\$595.00				
100263	06/30/2016	Arizona Secretary of State	\$43.00				
100264	06/30/2016	Call, Pat	\$81.40				
100265	06/30/2016	Center for Healing Childhood Trauma	\$225.00				
100266	06/30/2016	Center for Healing Childhood Trauma	\$225.00				
100267	06/30/2016	Center for Healing Childhood Trauma	\$225.00				
100268	06/30/2016	CenturyLink	\$34.71				
100269	06/30/2016	Cochise County Treasurer	\$1,072.90				
100270	06/30/2016	Notary Bond Agency	\$70.00				
100271	06/30/2016	Palominas Public School District #49	\$8,960.93				
100272	06/30/2016	San Simon Unified Schools	\$960.00				
100273	06/30/2016	AOC Corrections Officer Retire	\$18,984.05				
100274	06/30/2016	Correction Officers	\$6,708.02				
100275	06/30/2016	EODCRS	\$9.06				
100276	06/30/2016	Nationwide Retirement Solutions	\$507.50				

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 07/26/2016

Contract Approval for Corrugated Metal Pipe

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V  
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature  
Required**# of ORIGINALS** 2  
**Submitted for Signature:****NAME**  
**of PRESENTER:** Terry Hudson**TITLE**  
**of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**  
**or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the award of Invitation for Bid (IFB) No. 16-34-HFP-02 for corrugated metal pipe and related items for the Community Development Department, Highway and Floodplain Division to Arizona Culvert Company in the not to exceed amount of \$75,000 for the contract period of August 1, 2016 through July 31, 2017 with a four year renewal option in one year increments.

**Background:**

Invitation for Bid IFB No. 16-34-HFP-02 was released on May 4, 2016. The solicitation was advertised in the Arizona Range News on May 11 and 18, 2016 and posted on the Public Purchase e-procurement website. Bid notices were e-mailed to four contractors and downloaded by twelve potential bidders. Two responses were received prior to the bid closing date and time of June 2, 2016 at 4:00 p.m. a copy of the bid tabulation is attached.

**Department's Next Steps (if approved):**

Execute contract, process purchase orders as required and monitor Contractors performance.

**Impact of NOT Approving/Alternatives:**

Procurement would be required to obtain quotes every time there was a need for corrugated metal pipe which would result in possibly higher prices, and create an additional workload for both the Procurement and Highway and Floodplain Division.

**To BOS Staff: Document Disposition/Follow-Up:**

Contracts will be hand carried to the BOS staff for signatures.

**Budget Information***Information about available funds***Budgeted:** **Funds Available:** **Amount Available:**

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

**Fund Transfers**

**Fiscal Impact & Funding**

**Sources (if known):**

The Highway and Floodplain Division has budgeted sufficiently for this expenditure in their FY 16/17 work plan in fund line 261-4110-9 413.900. The estimated amount does not include any additional IGA work, material for these projects will be purchased at contract prices on separate purchase orders.

---

**Attachments**

Bid Tabulation

---

**BID TABULATION****IFB 16-34-HFP-02 - Due Date: 6/2/2016****Cochise County Procurement Department**

<b>Company Name:</b> <b>Arizona Culvert Company</b> – Casa Grande, AZ						
<b>Bid Item</b>	<b>Description</b>	<b>Unit Price (each)</b>		<b>Bid Item</b>	<b>Description</b>	<b>Unit Price (each)</b>
1	18" Round CMP	\$17.57 per foot		16	30" Arched End	\$169.83
2	18" Arched CMP	\$19.37 per foot		17	30" Round Band	\$20.34
3	18" Round End	\$77.72		18	30" Arched Band	\$20.34
4	18" Arched End	\$70.71		19	36" Round CMP	\$34.78 per foot
5	18" Round Band	\$14.74		20	36" Arched CMP	\$38.38 per foot
6	18" Arched Band	\$14.74		21	36" Round End	\$324.26
7	24" Round CMP	\$23.28 per foot		22	36" Arched End	\$268.63
8	24" Arched CMP	\$25.68 per foot		23	36" Round Band	\$23.95
9	24" Round End	\$116.01		24	36" Arched Band	\$23.95
10	24" Arched End	\$101.36		25	72" Round CMP	\$84.10 per foot
11	24" Round Band	\$16.89		26	72" Arched CMP	\$91.30 per foot
12	24" Arched Band	\$16.89		27	72" Round End	\$1,587.27
13	30" Round CMP	\$29.02 per foot		28	72" Arched End	\$1,921.66
14	30" Arched CMP	\$32.02 per foot		29	72" Round Band	\$49.68
15	30" Round End	\$211.74		30	72" Arched Band	\$49.68

**BID TABULATION****IFB 16-34-HFP-02 - Due Date: 6/2/2016****Cochise County Procurement Department**

<b>Company Name: Contech Construction Products, Inc. – Tucson, Arizona</b>						
<b>Bid Item</b>	<b>Description</b>	<b>Unit Price (each)</b>		<b>Bid Item</b>	<b>Description</b>	<b>Unit Price (each)</b>
1	18" Round CMP	\$285.60 (20 footer)		16	30" Arched End	\$236.80
2	18" Arched CMP	\$301.00 (20 footer)		17	30" Round Band	\$24.48
3	18" Round End	\$110.00		18	30" Arched Band	\$25.76
4	18" Arched End	\$118.00		19	36" Round CMP	\$667.40 (20 footer)
5	18" Round Band	\$15.30		20	36" Arched CMP	\$701.47 (20 footer)
6	18" Arched Band	\$15.75		21	36" Round End	\$305.00
7	24" Round CMP	\$448.80 (20 footer)		22	36" Arched End	\$321.00
8	24" Arched CMP	\$472.42 (20 footer)		23	36" Round Band	\$29.58
9	24" Round End	\$145.00		24	36" Arched Band	\$31.13
10	24" Arched End	\$152.60		25	72" Round CMP	\$1,496.00 (20 footer)
11	24" Round Band	\$19.38		26	72" Arched CMP	\$1,662.22 (20 footer)
12	24" Arched Band	\$20.40		27	72" Round End	\$1,787.56
13	30" Round CMP	\$557.60 (20 footer)		28	72" Arched End	\$1,921.66
14	30" Arched CMP	\$586.94 (20 footer)		29	72" Round Band	\$78.44
15	30" Round End	\$225.00		30	72" Arched Band	\$82.56
						<b>FREIGHT (Full Truck Load) \$695.00/truckload</b>



**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 07/26/2016

Contract Award for Concrete and Related Items

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V  
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature  
Required**# of ORIGINALS** 2  
**Submitted for Signature:****NAME**  
**of PRESENTER:** Terry Hudson**TITLE**  
**of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**  
**or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the award of Invitation for Bid (IFB) No. 16-42-HFP-02 for concrete and other related items for the Community Development, Highway and Floodplain Division to various contractors in the not to exceed amount of \$100,000 for the contract period of August 1, 2016 through July 31, 2017 with a four year renewal option in one year increments.

**Background:**

Invitation for Bid IFB No. 16-42-HFP-02 was released on May 25, 2016. The solicitation advertised in the Arizona Range News on May 25 and June 1, 2016 and was posted on the Public Purchase e-procurement website. Bid notices were e-mail to fourteen Contractors, four responses were received prior to the bid closing date and time of June 16, 2016 at 4:00 p.m. The Procurement Department and Highway and Floodplain Division evaluated all bids received in accordance with the bid specifications. The terms of the bid stated that the County's intent was to make multiple awards as may be required considering geographical locations and delivery charges. The evaluation of bids and recommendation of award considered this criteria to determine the overall lowest cost, a bid tabulations is attached. Purchase orders will be issued based on the price per yard, distance from vendor plant to project site, delivery charge and availability.

It is recommended that contracts be awarded to the following Contractors:

Cemex, Sierra Vista, AZ

Klump Materials, Bowie, AZ

Maddux &amp; Sons, Douglas, AZ

Willcox Rock &amp; Sand, Willcox, AZ

**Department's Next Steps (if approved):**

Execute contracts, process purchase orders as required and monitor contractor performance.

**Impact of NOT Approving/Alternatives:**

Procurement would be required to obtain quotes every time there was a need for concrete, which would result in possibly higher prices, and additional workload for both the Procurement and Highway and Floodplain Division.

**To BOS Staff: Document Disposition/Follow-Up:**

Contracts will be hand carried to the BOS staff for signatures.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Impact & Funding**

**Sources (if known):**

The Highway and Floodplain Division has budgeted sufficiently for this expenditure in the FY 16/17 work plan in fund line 251-4110-9 413.900. The estimated amount does not include any additional IGA work, material for these projects will be purchased at contract prices on separate purchase orders.

---

**Attachments**

Bid Tabulation

---

**Cochise County IFB 16-42HFP-02 Concrete closed 6-16-16 4:00 p.m.**

Bid Item	Description	Unit of Measure	CEMEX	Klump Materials	Maddux & Sons	Willcox Rock and Sand Inc.
1	Concrete, 2,500 psi	per yard	\$93.00	\$105.00	\$96.50	\$100.00
2	Concrete, 3,000 psi	per yard	\$97.00	\$110.00	\$103.00	\$105.00
3	Winterset/Hot Water, 1%	per yard	\$5.00	\$10.00	\$3.25	\$5.00
4	Winterset/Hot Water, 2%	per yard	\$8.50	\$20.00	\$6.50	\$10.00
5	Winterset/Hot Water, 3%	per yard	\$12.00	\$30.00	\$9.75	\$15.00
6	Winterset/Hot Water, 4%	per yard	\$15.50	\$10.00	\$13.00	\$20.00
7	Summerset/Cold Water, 45 min.	per yard	\$3.50	\$1.50	\$1.50	
8	Summerset/Cold Water, 1 hour	per yard	\$4.00	\$2.00	\$2.00	
9	Summerset/Cold Water, 1.5 hour	per yard	\$5.25	\$2.50	\$3.00	
10	Summerset/Cold Water, 2 hour	per yard	\$6.50	\$4.00	\$4.00	
7	Grout #8, 3,000 psi	per yard	\$100.00	\$115.00	\$108.00	\$105.00
8	Two (2) sack slurry	per yard	\$88.00	\$100.00	\$76.50	\$85.00
9	Fiber Mesh	1 lb. per yard	\$7.00	\$5.00	\$5.50	\$5.00
<div><div><div>Delivery Area</div><div><div>Benson</div><div>Bisbee</div><div>Douglas</div><div>Elfrida</div><div>Portal</div><div>San Simon</div><div>Sierra Vista</div><div>Sunsites /Sunizona</div><div>Tombstone</div><div>Willcox</div></div></div><div><div>Delivery Charge per load or per loaded mile</div><div>80.00 per load</div><div>80.00 per load</div><div>NO</div><div>180.00 per load</div><div>NO</div><div>NO</div><div>yes no zone Ø</div><div>NO</div><div>70.00 per load</div><div>NO</div></div><div><div>Fuel Surcharge per load or per loaded mile</div><div>*27.00 per load</div><div>*27.00 per load</div><div>0.00</div><div>*27.00 per load</div><div>0.00</div><div>0.00</div><div>*27.00 per load</div><div>0.00</div><div>*27.00 per load</div><div>0.00</div></div><div><div>Delivery Charge per load or per loaded mile</div><div>200.00 per load</div><div>NO</div><div>200.00 per load</div><div>900.00 per load</div><div>200.00 per load</div><div>NO</div><div>150.00 per laod</div><div>NO</div><div>Yes</div></div><div><div>Fuel Surcharge per load or per loaded mile</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div></div><div><div>Delivery Charge all destinations</div><div>3.45 loaded mile paved road</div><div>10.00 loaded mile unsurfaced road</div><div></div><div>Fuel Charge all destinations</div><div>.30 loaded mile</div><div></div><div></div><div></div></div><div><div>85.00 per hour</div><div>NO</div><div>NO</div><div>85.00 per hour</div><div>85.00 per hour</div><div>85.00 per hour</div><div>NO</div><div>85.00 per hour</div><div>NO</div><div>85.00 per hour</div></div></div> <div><div>* \$12.00 - fuel chng - \$15.00 - enviromental fee total = above \$27.00</div><div>* Based on 10 yd load</div><div>*** free delivery radious 10 miles from branch plant</div><div>\$85.00 per hour prorated. Five yards or more 1 hr free off total - per truck load</div></div>			No Addendum prices submittted			
			Delivery Charge per load or per loaded mile		Fuel Surcharge per load or per loaded mile	
			Delivery Charge all destinations		85.00 per hour	
			3.45 loaded mile paved road		NO	
			10.00 loaded mile unsurfaced road		NO	
					85.00 per hour	
			Fuel Charge all destinations		85.00 per hour	
			.30 loaded mile		85.00 per hour	
					NO	
					85.00 per hour	
					NO	
					85.00 per hour	
					\$85.00 per hour prorated. Five yards or more 1 hr free off total - per truck load	

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 07/26/2016

Contract Award for Hot &amp; Cold Mix Road Material

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V  
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature  
Required**# of ORIGINALS** 2  
**Submitted for Signature:****NAME**  
**of PRESENTER:** Terry Hudson**TITLE**  
**of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**  
**or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the award of Invitation for Bid (IFB) No. 16-44-HFP-04 for Hot and Cold Mix road material for the Community Development Department, Highway and Floodplain Division to Granite Construction as the primary supplier and KE&G Construction as the secondary supplier in the not to exceed amount of \$280,000 for the contract period of August 1, 2016 through July 31, 2017 with a four year renewal option in one year increments.

**Background:**

Invitation for Bid IFB No. 16-44-HFP-04 was released on May 31, 2016. The solicitation was advertised in the Arizona Range News on June 8-15, 2016 and posted on the Public Purchase e-procurement website. Bid notices were e-mailed to fourteen contractors and downloaded by fifteen potential bidders. Three responses were received prior to the bid closing date and time of June 23, 2016 at 4:00 p.m. a copy of the bid tabulation is attached. Purchase orders will be issued based on product availability, distance from vendor plant to project site, delivery charge and price per ton.

**Department's Next Steps (if approved):**

Execute contracts, process purchase orders as required and monitor contractor performance.

**Impact of NOT Approving/Alternatives:**

Procurement would be required to obtain quotes every time there was a need for hot and cold mix which would result in possibly higher prices, and an additional workload for both the Procurement and Highway and Floodplain Division.

**To BOS Staff: Document Disposition/Follow-Up:**

Contracts will be hand carried to the BOS staff for signatures.

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

#### **Fund Transfers**

#### **Fiscal Impact & Funding**

#### **Sources (if known):**

The Highway and Floodplain Division has budgeted sufficiently for the expenditure in the FY 16/17 work plan in fund line 251-4110-9 413.700. The estimated amount does not include and additional IGA work, Material for these projects will be purchased at contract prices on separate purchases orders.

---

#### **Attachments**

Bid Tabulation

---

# Preliminary Bid Tabulation

[illegible]

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 07/26/2016

Approve the Contract Renewal for Crushed Aggregate and Riprap

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V  
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature  
NOT Required**# of ORIGINALS** 0  
**Submitted for Signature:****NAME**  
**of PRESENTER:** Terry Hudson**TITLE**  
**of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**  
**or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the renewal of Contract No. IFB 15-38-HFP-04 for Crushed Aggregate and Riprap for the Community Development Department, Highway and Floodplain Division to various Contractors in the not to exceed amount of \$155,000 for the period of August 1, 2016 through July 31, 2017.

**Background:**

This contract was originally approved by the Board of Supervisors on July 28, 2015 all of the Contractors have agreed to hold there prices firm for the renewal period. The Contractors that were awarded contracts are listed below.

- Tombstone Gold & Silver, Inc.
- AGE Contracting, Inc.
- Maddux and Sons, Inc.
- Fisher Sand and Gravel
- Empire Homes, Inc.

**Department's Next Steps (if approved):**

Process purchase orders as required and monitor Contractor performance.

**Impact of NOT Approving/Alternatives:**

Procurement would be required to obtain quotes every time there is a need for crushed aggregate or riprap which may result in higher prices and an additional workload on the Procurement and Highway Floodplain Division.

**To BOS Staff: Document Disposition/Follow-Up:**

No action required.

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Fiscal Impact & Funding Sources  
(if known):**

The Highway and Floodplain Division has budgeted sufficiently for this expenditure in the FY 16/17 work plan in the following fund lines.

\$85,000 - 251-4110-9 413.700

\$50,000 - 251-4110-9 413.900

\$20,000 - 251-4110-9-413.900

---

**Attachments**

*No file(s) attached.*

---



**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 07/26/2016

Approve the Contract Renewal for High and Low Volume Chips

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Terry Hudson **TITLE of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the renewal of Contract No. IFB 15-37-HFP-04 For High and Low Volume Chips for the Community Development Department, Highway and Floodplain Division to various Contractors in the not to exceed amount of \$300,000 for the contract period of August 1, 2016 through July 31, 2017.

**Background:**

This contract was originally approved by the Board of Supervisors on July 28, 2015. All of the Contractors listed below have agreed to hold their prices firm for the contract renewal period except AGE Contracting, Inc. A Highway and Floodplain Division representative has reviewed the response and determined to purchase from them only as a secondary source.

- Maddux and Sons, Inc.
- Tombstone Gold and Silver, Inc.
- Fisher Sand and Gravel
- AGE Contracting, Inc.

**Department's Next Steps (if approved):**

Process purchase orders as required and monitor Contractor performance.

**Impact of NOT Approving/Alternatives:**

Procurement would be required to obtain quotes every time there is a need for high and low volume chips which may result in higher prices and an additional workload on the Procurement and Highway and Floodplain Division.

**To BOS Staff: Document Disposition/Follow-Up:**

No action required.

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Fiscal Impact & Funding**

**Sources (if known):**

The Highway and Floodplain Division has budgeted sufficiently for this \$300,000 expenditure in the FY 16/17 work plan in the following fund line, 251-4110-9 413.700.

---

**Attachments**

*No file(s) attached.*

---

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Approval - 2016 Exemptions (Late Filers)

**Submitted By:** Maureen Bandosz, County Assessor

**Department:** County Assessor

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature NOT Required

**Recommendation:** Approve

**# of ORIGINALS  
Submitted for Signature:** 0

**NAME  
of PRESENTER:** Philip S. Leiendecker

**TITLE  
of PRESENTER:** Assessor

**Mandated Function?:** Federal or State Mandate

**Source of Mandate  
or Basis for Support?:** ARS 42-11153B

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve the Assessor's recommendation to approve the attached list of 46 property tax exemption applications which qualify for the exemption but were filed with the Assessor after the statutory filing deadline of March 1, 2016.

**Background:**

ARS 42-11153B allows the County Board of Supervisors to grant a qualified property tax exemption to a taxpayer who files their exemption after the March 1 filing deadline but prior to the setting of the tax rate for tax year 2016. See attached copy of statute and late filer list.

**Department's Next Steps (if approved):**

Upon approval, Assessor will implement property tax exemptions for the 2016 tax roll.

**Impact of NOT Approving/Alternatives:**

The 46 property owners per the attached list would be denied the 2016 property tax exemption.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☒

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** 2016

**One-time Fixed Costs? (\$\$\$):** \$168,719

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

Fiscal Impact is a reduction of the county's 2016 net assessed value in the amount of \$168,719.

---

**Attachments**

ARS 42-11153B



#### **42-11153. Deadline for filing affidavit**

A. Except as provided in section 42-11104, subsection E, section 42-11109, subsection B, section 42-11110, subsection B, section 42-11111, subsection H, section 42-11131, subsection C and section 42-11132, subsection C and section 42-11132.01, subsection C, a failure by a taxpayer who is entitled to an exemption to make an affidavit or furnish evidence required by this article between the first Monday in January and March 1 of each year constitutes a waiver of the exemption.

**B.** If a widow or widower or person with a disability whose property is exempt from tax under section 42-11111, or an organization that is exempt from federal income tax under section 501(c) of the internal revenue code and is exempt from property tax under article 3 of this chapter, submits a petition after the deadlines prescribed by subsection A of this section, the person or organization may have the waiver redeemed by the county board of supervisors at any regular meeting, except that no taxes that were due and payable before the petition was submitted may be refunded or abated.

#### **42-11154. Establishing nonprofit status**

For the purposes of article 3 of this chapter:

1. Nonprofit organization status may be established by a letter of determination issued in the organization's name by the United States internal revenue service or the department of revenue recognizing the organization's tax exempt status under section 501(c)(3) of the internal revenue code or under section 43-1201.
2. The requirement that property is not used or held for profit may be met by a letter of determination described in paragraph 1 of this section and issued in the name of the organization holding title to the property and for each organization using the property.

#### **42-11155. Property owned by charitable institutions but used for other purposes**

The exemptions provided by article 3 of this chapter relating to charitable institutions do not apply to property owned by charitable institutions but primarily held or used by others whose use is not exempt from taxation by article 3 of this chapter or by the Constitution of Arizona.

## **Chapter 12 – Property Classification**

### **Article 1 – Classes of Property**

#### **42-12001. Class one property**

For purposes of taxation, class one is established consisting of the following subclasses:

1. Producing mines and mining claims, personal property used on mines and mining claims, improvements to mines and mining claims and mills and smelters operated in conjunction with mines and mining claims that are valued at full cash value pursuant to section 42-14053.
2. Standing timber that is valued at full cash value.
3. Real and personal property of gas distribution companies, electric transmission companies, electric distribution companies, combination gas and electric transmission and distribution companies and companies engaged in the generation of electricity that are valued at full cash value pursuant to section 42-14151.
4. Real and personal property of airport fuel delivery companies that are valued pursuant to section 42-14503.

# **2016 EXEMPTIONS (LATE FILERS)**

<u>INDIVIDUAL - NAME</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
ARCHER, MICHAEL P	D	123-46-020J	3,783
BROGGER GARY	D	107-72-018B	3,783
CLEVELAND ELLEN MAY	D	407-02-001	3,783
COLEMAN SAM DAVID	D	401-20-039B	3,513
COX JIM F	D	402-85-027A	3,783
COX SHIRLEY JO	D	402-85-027A	3,783
CRUZ JOSE	D	410-32-018	3,783
ELLSWORTH EDWARD	D	123-23-222A	3,783
GONZALEZ ERNESTO R	D	409-12-078	3,783
GUTIERREZ MARICELA	D	106-62-025	3,783
MORALES CHRISTOPHER	D	108-38-001S	3,658
MORALES ESEQUIEL M	D	409-15-003E	3,783
PATRICK MARK K	D	102-57-289	3,783
ROMER BRUCE	D	103-63-123	3,783
SCHEU CRYSTAL LYNN	D	203-30-160	3,775
STEELY FRED	D	121-18-040	3,783
SWEENEY JENNY	D	115-97-199	3,783
TAMAYO RALPH T	D	408-27-120	3,783
VALDEZ LUZ H	D	201-02-179A	3,203
WALTON LILLY	D	107-47-431	3,783
DUTTON DAN	R	106-62-045	3,783
ESTRADA JOSEPH C	R	109-11-075A	3,783
GREENOUGH LESLIE A	R	107-44-002E/D	3,783
MEHNE WALTER J	R	124-15-052	3,783
MUIR GERALD	R	114-15-100	3,783
PENA HECTOR S	R	410-07-1729	2,652
PICKELL GERALD D	R	106-71-275C	1,429
SCOTT ROBERT W	R	203-05-098	3,783
WILCOX DENNIS J SR.	R	104-82-022C	3,783
ALVARADO JOSEFINA R	W	408-17-012	3,783
BECERRA MARICELA T	W	408-25-121	3,783
BRANTLEY BETTY	W	M870113401	1,535
CARBAJAL GUADALUPE	W	409-19-030	3,783
CARBAJAL LEONOR	W	102-39-111A	3,783
COX MARY	W	107-77-177	3,783
COX SHIRLEY R	W	405-26-004	3,783
CRYAR LAUREL	W	407-80-252	3,783
PURCELL BARBARA	W	104-76-033W	3,783
RICE TERASENA	W	107-74-125	3,783
RIVAS OLIVIA A	W	409-11-086	3,188
ROMERO MARIA M	W	408-24-014	2,922
SCOTT RENNE	W	107-77-085	3,783
SOTO BARBARA ANN	W	109-03-005P	3,783
VALENCIA ELBINA O	W	408-19-135C	3,783
WEIMER CONNIE J	W	123-22-148	3,783

<u>ORGANIZATION - RELIGIOUS</u>	<u>ARS STATUTE</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
SIERRA VISTA COWBOY CHURCH	ARS 42-11109	O	104-82-060K	6,656

SUMMARY		
ORGANIZATIONS	1	6,656
100% DISABLED	20	74,677
WIDOWERS	9	30,562
WIDOWS	16	56,824
<b>TOTAL ADDITIONAL EXEMPT AMOUNT</b>	<b>46</b>	<b>\$168,719</b>

2016 TOTAL ASSESSED VALUE (12/29/2015 PRIMARY ABSTRACT)	\$1,007,889,573
EXEMPT AMOUNT (12/29/2015 PRIMARY ABSTRACT)	\$98,115,524
2016 NET ASSESSED VALUE (12/29/2015 PRIMARY ABSTRACT)	\$909,774,049
2016 EXEMPT ASSESSED VALUE (LATE FILERS)	\$168,719
2016 AMENDED NET ASSESSED VALUE (PRIMARY)	\$909,605,330

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Ranch Radios

**Submitted By:** Tom Alinen, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature NOT Required      **# of ORIGINALS Submitted for Signature:** 0

**NAME of PRESENTER:** Tom Alinen      **TITLE of PRESENTER:** Commander

**Docket Number (If applicable):**

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Accept a donation from the Howard G. Buffett Foundation for 40 Motorola XPR7550 portable radios in the amount of \$24,515 to the Cochise County Sheriff's Office for the experimental Ranch Program that will be distributed to rural ranchers/farmers to enhance their safety and security in the border regions of Cochise County.

**Background:**

The Cochise County Sheriff's Office is initiating an experimental Ranch Program . The Ranch Program will provide portable radios to rural ranchers/farmers in the border regions of Cochise County to enhance their safety and security. If a rancher/farmer encounter illegal activity or have an emergency, they can contact the Cochise County Sheriff's Office via the portable radio if they have no cell phone coverage.

**Department's Next Steps (if approved):**

Distribute the portable radios with protocols for usage.

**Impact of NOT Approving/Alternatives:**

There are no impact issues.

**To BOS Staff: Document Disposition/Follow-Up:**

Please advise Sheriff Dannels if the agenda item is approved.

---

**Attachments**

Ranch Radios

---

## THE HOWARD G. BUFFETT FOUNDATION

June 2, 2016

Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 N. Judd Dr.  
Bisbee, AZ 85603

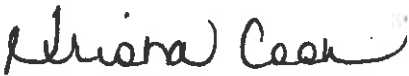
Dear Sheriff Dannels:

The Howard G. Buffett Foundation is donating forty (40) Motorola XPR7550 portable radios to the Cochise County Sheriff's Office. These radios are valued at \$24,515.

Enclosed are copies of the sales invoice for the purchase of the radios and the project paperwork which lists the serial number for each radio.

Please contact me directly with any questions.

Best regards,



Trisha A. Cook  
Vice President of Operations and Treasurer

Attachments



CANYON STATE WIRELESS, INC.  
8 Corral Road  
Sierra Vista, AZ 85635

# Invoice

Date	Invoice #
3/28/2016	1160494

Bill To
HOWARD G. BUFFET FOUNDATION 145 N. MERCHANT STREET DECATUR, IL 62523

Ship To
HOWARD G. BUFFET FOUNDATION 145 N. MERCHANT STREET DECATUR, IL 62523

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 20 Days	TK	3/28/2016			

Quantity	Description	Price Each	Amount
40	XPR7550, 136-174MHZ, 5W, FKP, GPS, BT GOB	605.00	24,200.00
1	Shipping & Handling	315.00	315.00
	See attached for radio serial numbers.		
	EXEMPT	0.00%	0.00
		<b>Total</b>	<b>\$24,515.00</b>

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Dos Cabezas 700 MHz Radio Site

**Submitted By:** Tom Alinen, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature NOT Required      **# of ORIGINALS Submitted for Signature:** 0

**NAME of PRESENTER:** Tom Alinen      **TITLE of PRESENTER:** Commander CCSO

**Docket Number (If applicable):**

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Accept a donation from the Howard G. Buffet Foundation in the amount of \$74,746.14 to the Cochise County Sheriff's Office for the 700 MHz ASTRO Repeater Site Project.

**Background:**

Over the last couple of years, Cochise County has been installing a Motorola ASTRO 25 700 MHz radio system for public safety. ASTRO 25 is optimized for the rigorous demands of public safety, providing reliable communications. When an emergency involves multiple agencies, first responders can share voice communications among their teams. In addition, centralized command and control can deploy resources efficiently, maintain communication security, and track personnel effectively especially with the development of the regional communications center. The new ASTRO 25 700 MHz radio system covers Cochise County with the exception of the northeast corner. Development of a 700 MHz ASTRO Repeater Site at Dos Cabezas will provide that needed coverage for the northeast corner of Cochise County. A 700 MHz radio repeater at Dos Cabezas was not included in the initial plans due to cost factors. Funding is now available to complete that site development.

**Department's Next Steps (if approved):**

Place a purchasing order through the county purchasing agents to Motorola for development of the 700 MHz repeater at Dos Cabezas.

**Impact of NOT Approving/Alternatives:**

If not approved there will be limited or no 700 MHz radio coverage in the northeast corner of Cochise County. The installation of the 700 MHz ASTRO Repeater at Dos Cabezas will complete that radio coverage.

**To BOS Staff: Document Disposition/Follow-Up:**

Please notify Sheriff Dannels of the final disposition of this agenda item.

---

**Attachments**

Dos Cabezas Contribution

---

# THE HOWARD G. BUFFETT FOUNDATION

June 28, 2016

Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 N. Judd Dr.  
Bisbee, AZ 85603

Dear Sheriff Dannels:

Enclosed is a check in the amount of \$74,746.14 from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office. This donation is restricted for the 700 MHz ASTRO Repeater Site (ARS) Project at Dos Cabezas to complete the radio coverage for the 700 MHz radio system. At the conclusion of this project, any unexpended funds must be returned to the Foundation.

Upon receipt of these funds, we require that you complete and return the enclosed Acknowledgement of Charitable Contribution form within five (5) business days.

Please contact me directly with any questions.

Best regards,



Trisha A. Cook  
Vice President of Operations and Treasurer

Enclosures

7825

THE HOWARD G. BUFFETT FOUNDATION

145 N. MERCHANT STREET  
DECATUR, IL 62523

BuseyBANK™

busey.com

70-256-711

(Reg. U.S. Patent & TM Office)  
©2015 Busey Bank  
Member FDIC

6/28/2016

PAY TO THE  
ORDER OF

Cochise County Sheriff's Office

\$ \*\*74,746.14

Seventy-Four Thousand Seven Hundred Forty-Six and 14/100\*\*\*\*\*

DOLLARS

Cochise County Sheriff's Office  
205 N. Judd St.  
Bisbee, AZ 85603

MEMO

Dos Cabezas 700 MHz ASR Site

*Joshua Coan*  
AUTHORIZED SIGNATURE

⑈007825⑈ ⑆071102568⑆ 34665901⑈

THE HOWARD G. BUFFETT FOUNDATION

7825

Cochise County Sheriff's Office

6/28/2016

Dos Cabezas 700 MHz ASR Site

74,746.14

Busey Bank

Dos Cabezas 700 MHz ASR Site

74,746.14

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

DOC Lease Agreement

**Submitted By:** Terry Rutan, Procurement

**Department:** Procurement

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Terry Hudson      **TITLE of PRESENTER:** Procurement

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve Amendment No. 7 to ADC Agreement No. 090098DC extending the Lease Agreement for the Arizona Department of Corrections Facilities located at Bisbee-Douglas Airport from August 1, 2016 to January 31, 2017.

**Background:**

On November 28, 1983 the Board of Supervisors approved a lease agreement with the Arizona Department of Corrections for the lease of property at Bisbee-Douglas International Airport to build a prison complex to house Arizona inmates. The term of the contract was for twenty five years and has been extended through July 31, 2016. This is an extension for a period of one month through February 1, 2017. DOC currently pays a lease payment of \$1.00 (one dollar) per year and \$2.30 per 1000 gallons of water used. Facilities Management and Procurement Department recommend approval.

**Department's Next Steps (if approved):**

Sign the lease extension and complete negotiations for a new lease agreement.

**Impact of NOT Approving/Alternatives:**

The Department of Corrections will vacate the Arizona State Prison Complex - Douglas.

**To BOS Staff: Document Disposition/Follow-Up:**

After approval/signature return two originals to Procurement to fully execute. The lease agreement extension will be hand carried to the BOS office, negotiations will continue to establish a new long term lease agreement.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐      **Funds Available:** ☐      **Amount Available:**  
**Unbudgeted:** ☐      **Funds NOT Available:** ☐      **Amendment:** ☐

**Account Code(s) for Available Funds**  
**1:**

**Fund Transfers**

**Fiscal Impact & Funding Sources (if known):**  
This is a revenue generating agreement.

---

**Attachments**

Amendment 7  
Amendment 7 with CAO sig

---



DOUGLAS A. DUCEY  
GOVERNOR

# Arizona Department of Corrections

1601 WEST JEFFERSON  
PHOENIX, ARIZONA 85007  
(602) 542-5497  
www.azcorrections.gov



CHARLES L. RYAN  
DIRECTOR

July 14, 2016

Cochise County Board of Supervisors  
Attention: Terry Rutan, Senior Buyer  
1415 Melody Lane, Building G  
Bisbee, AZ 85603  
Via email: trutan@cochise.az.gov

Re: Agreement No. 090098DC / ASPC-Douglas Water Study Project  
Amendment Seven

Dear Mr. Rutan:

Enclosed for your review and authorized signature is the above referenced Amendment between the Arizona Department of Corrections and the Cochise County Board of Supervisors. This Amendment extends the current Agreement by six months from August 1, 2016 through January 31, 2017.

Please sign and return by July 28, 2016 to the address below. Please do not make any changes to the enclosed document prior to discussing them with Procurement Services. Any unauthorized alteration may delay finalization.

A copy of the fully executed Amendment will be sent to you for your records.

If you have any questions, please contact Janie Terry, Senior Procurement Specialist, at (602) 364-3795 or me at (602) 542-1172.

Sincerely,

Elizabeth G. Csaki, CPPB  
Chief Procurement Officer

EC/jt

Enclosure

cc: Mike Landry, Administrator, Engineering and Facilities



STATE OF ARIZONA  
DEPARTMENT OF CORRECTIONS  
1645 West Jefferson, MC 55302  
Phoenix, Arizona 85007-3002

AMENDMENT SEVEN

The Agreement entered into between the Cochise County Board of Supervisors, hereinafter referred to as the County, and the Director of the Arizona Department of Corrections, for and on behalf of the Arizona State Prison Complex–Douglas (ASPC-Douglas), hereinafter known as the Department is hereby amended as follows:

1. To extend this Agreement through **January 31, 2017** based on the understanding that a new lease be established no later than **February 1, 2017**. The new lease will include the water rates, maintenance of the wells, and any other required improvements. Once the new lease is fully executed, this Agreement will expire.
2. It is mutually agreed that the terms and conditions of Land Lease No. 7044 between Cochise County and the Arizona Department of Corrections, ASPC-Douglas, for the real property known as Bisbee-Douglas International Airport remain valid through the term of this Agreement No. 090098DC, with the exception of the water rate as determined by this Agreement herein until a new Lease with the determined cost and scope of additional renovations of the water system can be fully executed.

All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

COCHISE COUNTY BOARD OF  
SUPERVISORS

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual \_\_\_\_\_ Date \_\_\_\_\_  
**Richard Searle**  
Typed Name  
Chairman  
Typed Title  
1415 Melody Lane, Building G  
Bisbee, Arizona 85603  
Typed Address

Signature of Authorized Individual \_\_\_\_\_ Date \_\_\_\_\_  
**Elizabeth G. Csaki, CPPB**  
Typed Name  
Chief Procurement Officer  
Typed Title  
1645 West Jefferson, MC 55303  
Phoenix, Arizona 85007-3002  
Typed Address

Additional Signatures as Applicable

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Typed Name  
Typed Title

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Typed Name  
Typed Title



DOUGLAS A. DUCEY  
GOVERNOR

# Arizona Department of Corrections

1601 WEST JEFFERSON  
PHOENIX, ARIZONA 85007  
(602) 542-5497  
www.azcorrections.gov



CHARLES L. RYAN  
DIRECTOR

July 14, 2016

Cochise County Board of Supervisors  
Attention: Terry Rutan, Senior Buyer  
1415 Melody Lane, Building G  
Bisbee, AZ 85603  
Via email: trutan@cochise.az.gov

Re: Agreement No. 090098DC / ASPC-Douglas Water Study Project  
Amendment Seven

Dear Mr. Rutan:

Enclosed for your review and authorized signature is the above referenced Amendment between the Arizona Department of Corrections and the Cochise County Board of Supervisors. This Amendment extends the current Agreement by six months from August 1, 2016 through January 31, 2017.

Please sign and return by July 28, 2016 to the address below. Please do not make any changes to the enclosed document prior to discussing them with Procurement Services. Any unauthorized alteration may delay finalization.

A copy of the fully executed Amendment will be sent to you for your records.

If you have any questions, please contact Janie Terry, Senior Procurement Specialist, at (602) 364-3795 or me at (602) 542-1172.

Sincerely,

Elizabeth G. Csaki, CPPB  
Chief Procurement Officer

EC/jt

Enclosure

cc: Mike Landry, Administrator, Engineering and Facilities

STATE OF ARIZONA  
DEPARTMENT OF CORRECTIONS  
1645 West Jefferson, MC 55302  
Phoenix, Arizona 85007-3002

AMENDMENT SEVEN

The Agreement entered into between the Cochise County Board of Supervisors, hereinafter referred to as the County, and the Director of the Arizona Department of Corrections, for and on behalf of the Arizona State Prison Complex–Douglas (ASPC-Douglas), hereinafter known as the Department is hereby amended as follows:

1. To extend this Agreement through **January 31, 2017** based on the understanding that a new lease be established no later than **February 1, 2017**. The new lease will include the water rates, maintenance of the wells, and any other required improvements. Once the new lease is fully executed, this Agreement will expire.
2. It is mutually agreed that the terms and conditions of Land Lease No. 7044 between Cochise County and the Arizona Department of Corrections, ASPC-Douglas, for the real property known as Bisbee-Douglas International Airport remain valid through the term of this Agreement No. 090098DC, with the exception of the water rate as determined by this Agreement herein until a new Lease with the determined cost and scope of additional renovations of the water system can be fully executed.

All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

COCHISE COUNTY BOARD OF  
SUPERVISORS

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual \_\_\_\_\_ Date \_\_\_\_\_  
**Richard Searle**  
Typed Name  
Chairman  
Typed Title  
1415 Melody Lane, Building G  
Bisbee, Arizona 85603  
Typed Address

Signature of Authorized Individual \_\_\_\_\_ Date \_\_\_\_\_  
**Elizabeth G. Csaki, CPPB**  
Typed Name  
Chief Procurement Officer  
Typed Title  
1645 West Jefferson, MC 55303  
Phoenix, Arizona 85007-3002  
Typed Address

Additional Signatures as Applicable

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Civil Deputy Cochise County Attorney

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Typed Name  
\_\_\_\_\_  
Typed Title

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Demands

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**NAME** n/a

**of PRESENTER:**

**Mandated Function?:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**TITLE** n/a

**of PRESENTER:**

**Source of Mandate  
or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

Auditor-General's requirement for Board of Supervisors to approve.

**Department's Next Steps (if approved):**

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

Board of Supervisors will not be in compliance with State law.

**To BOS Staff: Document Disposition/Follow-Up:**

Return to Finance after BOS approval.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

---

**Regular Board of Supervisors Meeting****Meeting Date:** 07/26/2016

Amendment No. 107-16-1 to the SEAGO-Area Agency on Aging Grant for FY15-16

**Submitted By:** Ray Falkenberg, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 0**Submitted for Signature:****NAME  
of PRESENTER:** Bel Elsouhag**TITLE  
of PRESENTER:** Deputy Public Fiduciary**Mandated Function?:** Not Mandated**Source of Mandate  
or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

**Information****Agenda Item Text:**

Approve amendment No. 107-16-1 to the SEAGO-Area Agency on Aging Grant for FY15-16, Contract # 107-16 for Case Management and Family Caregiver Services between the SEAGO and Cochise Health & Social Services to increase the funding by a total of \$708 bringing the total award amount to \$247,727 for the period of 7/1/15 – 6/30/16.

**Background:**

Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management and Family Caregiver Services. The Family Caregiver Services include Caregiver Case Management, Outreach and Caregiver Training to Cochise County residents, generally restricted to older individuals aged 60 or older per SEAGO Service Specifications.

**Department's Next Steps (if approved):**

Execute and return amendment document.

**Impact of NOT Approving/Alternatives:**

The additional funding of \$708 will be used to provide Case Management and Family Caregiver Services to members of the community countywide. Disapproval of amendment No. 104-16-1 would eliminate the program's ability to serve additional members of our community.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

**Budget Information**

*Information about available funds*

**Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

**Fund Transfers****Fiscal Year:** 2016**One-time Fixed Costs? (\$\$\$):****Ongoing Costs? (\$\$\$):****County Match Required? (\$\$\$):****A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 44066

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

No change in Net County Subsidy as a result of this amendment.

---

**Attachments**

Grant Approval Form

Exec Summary

Amendment 107-16-1

---

## COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Belvet Elsouhag

Date Prepared: 06/31/16

Point of Contact: Belvet Elsouhag

Phone Number: 432-9668

Department: **Health & Social Services**

---

### PRIMARY GRANT

Primary Grantor: Southeastern Arizona Government Association (SEAGO) CFDA: 93.044 93.052  
www.CFDA.gov

Grant Title: SEAGO Area Agency on Aging

Grant Term From: 07/01/15 To: 06/30/16 Total Award Amount: 247,727.00

New Grant: ☐ Yes ☒ No Grant No: 107-16

Amendment: ☒ Yes ☐ No Amendment No: 107-16-1

GL Account No: 239

If new, Finance will assign a fund number.

Strategic Plan: **Health & Wellbeing**

District: **CW**

Mandated by Law ☐ Yes ☒ No

Number of Positions Funded: 6

Asset(s) Acquired:

None

Grantor's reimbursement mileage rate: 0.00

Health or pension reimbursement: 0.00

Other reimbursement: 0.00

Briefly describe the purpose of the grant:

SEAGO AAA grant helps older adults stay in their own homes and communities reducing/delaying ALTCS enrollment and institutionalization. Amendment increases original funding by \$708.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

AAA case managers currently serve 432 CM/Training and 288 Outreach clients county wide. As of 2013, the county's assessment per person enrolling on ALTCS was \$4,900. AAA services prevent/delay ALTCS enrollment.

#### PRIMARY FUNDING SOURCE

Funding Year: 2015-2016

Federal Funds 332.100 247,727.00

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds: 247,727.00

Has this amount been budgeted? ☒ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☒ Reimbursement

Is revertment of unexpected funds required at the end of grant period? ☐ Yes ☒ No

(a) Total indirect (A-87) Cost Allocation: \$ 44,066.00

(b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 44,066.00

Is there a Secondary Grant Award associated with this Grant? ☐ Yes ☒ No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? ☒ Yes ☐ No

County match source: General Fund

County match dollar amount or percentage: 88,000

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**



## Executive Summary Form

### Agenda Number: HLT

**Recommendation:**

Approve amendment No. 107-16-1 to the SEAGO-Area Agency on Aging Grant for FY15-16, Contract # 107-16 for Case Management and Family Caregiver Services between the SEAGO and Cochise Health & Social Services. The amendment increases funding by a total of \$708 bringing the total award amount to \$247,727 for the period of 7/1/15 – 6/30/16. This is a cost-reimbursement grant.

**Background (Brief):**

Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management and Family Caregiver Services. The Family Caregiver Services include Caregiver Case Management, Outreach and Caregiver Training to Cochise County residents, generally restricted to older individuals aged 60 or older per SEAGO Service Specifications.

**Fiscal Impact & Funding Sources:**

(-) \$335,727 Budgeted Expenses  
(+) \$247,727 SEAGO grant  
(=) \$ 88,000 Budgeted GF County Contribution

**Next Steps/Action Items/Follow-up:** Your approvals are respectfully requested.

**Impact of Not Approving:** The additional funding of \$708 will be used to provide Case Management and Family Caregiver Services to members of the community countywide. Disapproval of amendment No. 104-16-1 would eliminate the program's ability to serve additional members of our community.



**SouthEastern Arizona Governments Organization  
Area Agency on Aging, Region VI**

**SUBAWARD AMENDMENT**

<b>SUBAWARD AMENDMENT NUMBER:</b> 107-16-1	<b>SUBAWARD NUMBER:</b> 107-16	<b>EFFECTIVE AMENDMENT DATE:</b> 6/3/2016
<b>SUBAWARDEE/PROVIDER (NAME AND ADDRESS):</b> Cochise Health and Social Services, 1415 Melody Lane BLDG A, Bisbee AZ 85603		
<b>PURPOSE:</b> To reallocate current year funds based on actual and projected usage		
<b>THE ABOVE REFERENCED SUBAWARD IS HEREBY AMENDED AS FOLLOWS:</b> Subaward number 107-16 is increased by \$383 in CMG with a new balance of \$187,327 award amount an increase of \$61 in CG training with a new balance of \$5200, and an increase of \$ 264 in CMG-FCSP with a new balance of \$48,000.		
<b>EXCEPT AS PROVIDED FOR HEREIN ALL TERMS AND CONDITIONS OF THE ORIGINAL SUBAWARD AS HERETOFORE CHANGES AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</b>		
<b>IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.</b>		
<b>NAME OF SUBAWARDEE/PROVIDER</b>  COCHISE HEALTH AND SOCIAL SERVICES	SouthEastern Arizona Governments Organization (SEAGO)	
<b>SIGNATURE OF AUTHORIZED PERSON</b>	<b>SIGNATURE</b>	
<b>TYPED NAME</b>  Richard Searle, Chairman	<b>TYPED NAME</b>  Randy Heiss	
<b>TITLE</b> APPROVED AND SIGNED BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA	<b>TITLE</b>  Executive Director	
<b>DATE</b>	<b>DATE</b>	

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arlethe G. Rios, Clerk of the Board

\_\_\_\_\_  
Elda E. Orduño, Civil Deputy County Attorney

300 Collins Road, Bisbee, Arizona 85603

FAX (520) 432-9168

(520) 432-2528

**Regular Board of Supervisors Meeting****Meeting Date:** 07/26/2016

Amendment No. 107-16-2 to the SEAGO-Area Agency on Aging Grant for FY15-16

**Submitted By:** Ray Falkenberg, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 0**Submitted for Signature:****NAME  
of PRESENTER:** Bel Elsouhag**TITLE  
of PRESENTER:** Deputy Public Fiduciary**Mandated Function?:** Not Mandated**Source of Mandate  
or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

**Information****Agenda Item Text:**

Approve amendment No. 107-16-2 to the SEAGO-Area Agency on Aging Grant for FY15-16, Contract # 107-16 for Case Management and Family Caregiver Services between the SEAGO and Cochise Health & Social Services transferring funding of \$12,000 from the Caregiver Management program to the Caregiver Outreach program for a total award amount of \$247,727 for the period of 7/1/15 – 6/30/16.

**Background:**

Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management and Family Caregiver Services. The Family Caregiver Services include Caregiver Case Management, Outreach and Caregiver Training to Cochise County residents, generally restricted to older individuals aged 60 or older per SEAGO Service Specifications.

**Department's Next Steps (if approved):**

Execute and return amendment document.

**Impact of NOT Approving/Alternatives:**

The transfer of \$12,000 from the Caregiver Case Management Program to the Caregiver Outreach Program allows an opportunity to increase program and care giving information in the community county wide. Disapproval of amendment No. 104-16-2 would eliminate the program's ability to reach additional caregivers through the Caregiver Outreach Program.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

**Budget Information**

*Information about available funds*

**Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

**Fund Transfers****Fiscal Year:** 2016**One-time Fixed Costs? (\$\$\$):****Ongoing Costs? (\$\$\$):****County Match Required? (\$\$\$):****A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 44066

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

No change in Net County Subsidy as a result of this amendment.

---

**Attachments**

Grant Approval Form

Exec Summary

Amendment 107-16-2

---

## COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Belvet Elsouhag

Date Prepared: 07/12/16

Point of Contact: Belvet Elsouhag

Phone Number: 432-9668

Department: **Health & Social Services**

---

### PRIMARY GRANT

Primary Grantor: Southeastern Arizona Government Association (SEAGO)

CFDA:  
www.CFDA.gov

93.044 93.052

Grant Title: SEAGO Area Agency on Aging

Grant Term From: 07/01/15

To: 06/30/16

Total Award Amount: 247,727.00

New Grant: ☐ Yes ☒ No

Grant No: 107-16

Amendment: ☒ Yes ☐ No

Amendment No: 107-16-2

GL Account No: 239

If new, Finance will assign a fund number.

Strategic Plan: **Health & Wellbeing**

District: **CW**

Mandated by Law ☐ Yes ☒ No

Number of Positions Funded: 6

Asset(s) Acquired:

None

Grantor's reimbursement mileage rate: 0.00

Health or pension reimbursement: 0.00

Other reimbursement: 0.00

Briefly describe the purpose of the grant:

SEAGO AAA grant helps older adults stay in their homes & communities reducing/delaying ALTCS enrollment and institutionalization. Amendment does not increase funding, it transfers \$12k from one program to another.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

AAA case managers currently serve 432 CM/Training and 288 Outreach clients county wide. As of 2013, the county's assessment per person enrolling on ALTCS was \$4,900. AAA services prevent/delay ALTCS enrollment.

### PRIMARY FUNDING SOURCE

Funding Year: 2015-2016

Federal Funds 332.100 247,727.00

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds: 247,727.00

Has this amount been budgeted? ☒ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☒ Reimbursement

Is revertment of unexpected funds required at the end of grant period? ☐ Yes ☒ No

(a) Total indirect (A-87) Cost Allocation: \$ 44,066.00

(b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 44,066.00

Is there a Secondary Grant Award associated with this Grant? ☐ Yes ☒ No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? ☒ Yes ☐ No

County match source: General Fund

County match dollar amount or percentage: 88,000

**NOTE: Please attach this Grant Approval form to the AgendaQuick Item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**

## Executive Summary Form

### Agenda Number: HLT

#### **Recommendation:**

Approve amendment No. 107-16-2 to the SEAGO-Area Agency on Aging Grant for FY15-16, Contract # 107-16 for Case Management and Family Caregiver Services between the SEAGO and Cochise Health & Social Services. The amendment transfers funding of \$12,000 from the Caregiver Management program to the Caregiver Outreach program. The total award amount of \$247,727 for the period of 7/1/15 – 6/30/16 remains unchanged. This is a cost-reimbursement grant.

#### **Background (Brief):**

Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management and Family Caregiver Services. The Family Caregiver Services include Caregiver Case Management, Outreach and Caregiver Training to Cochise County residents, generally restricted to older individuals aged 60 or older per SEAGO Service Specifications.

#### **Fiscal Impact & Funding Sources:**

(-) \$335,727 Budgeted Expenses  
(+) \$247,727 SEAGO grant  
(=) \$ 88,000 Budgeted GF County Contribution

**Next Steps/Action Items/Follow-up:** Your approvals are respectfully requested.

**Impact of Not Approving:** The transfer of \$12,000 from the Caregiver Case Management Program to the Caregiver Outreach Program allows an opportunity to increase program and care giving information in the community county wide. Disapproval of amendment No. 104-16-2 would eliminate the program's ability to reach additional caregivers through the Caregiver Outreach Program.



**SouthEastern Arizona Governments Organization  
Area Agency on Aging, Region VI**

**SUBAWARD AMENDMENT**

<b>SUBAWARD AMENDMENT NUMBER:</b> 107-16-2	<b>SUBAWARD NUMBER:</b> 107-16	<b>EFFECTIVE AMENDMENT DATE:</b> 6/14/2016
<b>SUBAWARDEE/PROVIDER (NAME AND ADDRESS):</b> Cochise Health and Social Services, 1415 Melody Lane BLDG A, Bisbee AZ 85603		
<b>PURPOSE:</b> To shift funds within the cluster based on need		
<b>THE ABOVE REFERENCED SUBAWARD IS HEREBY AMENDED AS FOLLOWS:</b> Subaward number 107-16 is increased by \$12,000 in IR5 brings to an ending balance of \$19,200 and a decrease of \$12,000 in CM-5 brings to an ending balance of \$36,000.		
<b>EXCEPT AS PROVIDED FOR HEREIN ALL TERMS AND CONDITIONS OF THE ORIGINAL SUBAWARD AS HERETOFORE CHANGES AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</b>		
<b>IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.</b>		
<b>NAME OF SUBAWARDEE/PROVIDER</b>  COCHISE HEALTH AND SOCIAL SERVICES	SouthEastern Arizona Governments Organization (SEAGO)	
<b>SIGNATURE OF AUTHORIZED PERSON</b>	<b>SIGNATURE</b>	
<b>TYPED NAME</b>  Richard Searle, Chairman	<b>TYPED NAME</b>  Randy Heiss	
<b>TITLE</b> APPROVED AND SIGNED BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA	<b>TITLE</b>  Executive Director	
<b>DATE</b>	<b>DATE</b>	

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arlethe G. Rios, Clerk of the Board

\_\_\_\_\_  
Elda E. Orduño, Civil Deputy County Attorney

300 Collins Road, Bisbee, Arizona 85603

FAX (520) 432-9168

(520) 432-2528



**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Family Counseling FY2017

**Submitted By:** Teresa Rockrich, Juvenile Probation

**Department:** Juvenile Probation

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature Required

**Recommendation:** Approve

**# of ORIGINALS** 2  
**Submitted for Signature:**

**NAME** Denise Caraballo  
**of PRESENTER:**

**TITLE** Chief Deputy  
**of PRESENTER:**

**Mandated Function?:** Not Mandated

**Source of Mandate**  
**or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

---

**Information**

**Agenda Item Text:**

Adopt Resolution 16-21 Family Counseling Funding as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), Juvenile Justice Services Division (JJSD) in the amount of \$16,055 and the required \$3,086 matching funds as budgeted in the general fund budget submitted by Juvenile Court Services.

**Background:**

Juvenile Court Services receives the funding from the AOC and together with the matching funds from the county can provide counseling services for families within Cochise County that would otherwise not be able to pay for services themselves.

**Department's Next Steps (if approved):**

Juvenile Court Services will send the signed documents to the AOC for processing of revenue for FY2017.

**Impact of NOT Approving/Alternatives:**

No funding for family counseling services to the families with Cochise County.

**To BOS Staff: Document Disposition/Follow-Up:**

Please call 432-8819 for pick up after Board Resolution has been signed by Richard Searle, Chairman, Board of Supervisors.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☒

**Funds Available:** ☐

**Amount Available:** 3086.00

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1: 100-1200-1210-550.000

**Fund Transfers**

**Fiscal Year:** 2017

**One-time Fixed Costs? (\$\$\$):**

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):** 3086.00

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:** County

**Fiscal Impact & Funding Sources (if known):**

Annual match from county general fund is budgeted as appropriate in the FY2016 budget submitted for Board of Supervisor's approval.

---

**Attachments**

Court Cert

FY2017 Allocation

Grant Approval Form



**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING  
FISCAL YEAR 2016-2017**

**Court Certification**

- I. The Juvenile Division of the Superior Court in Cochise County certifies that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be made available for family counseling services.
- II. The Juvenile Division of the Superior court in Cochise County certifies that the amount of aid provided by the state and county to a family counseling program pursuant to this article does not exceed 70% of the program's annual operating budget.
- III. (Complete if information is not contained in the Annual Resolution of the Board of Supervisors.)

The Juvenile Division of the Superior Court in Cochise County certifies that the matching funds as required in A.R.S. Section ' 8-261(4) and ' 8-265(A) have been provided by the county for fiscal year 2016-2017 as follows (include amounts and explanation):

---

---

---

---

\_\_\_\_\_  
Presiding Juvenile Court Judge

\_\_\_\_\_  
Date

**Please file with:  
Arizona Supreme Court  
Administrative Office of the Courts  
Juvenile Justice Services Division  
Attention: TC Colla, Program Specialist  
1501 West Washington Street, Suite 337  
Phoenix, Arizona 85007-3231**

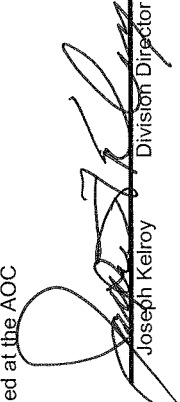
FAMILY COUNSELING  
FUND ALLOCATION SCHEDULE  
FY 2017

COUNTY	JUVENILE POPULATION 17 & UNDER	PERCENTAGE OF TOTAL	BASE ENTITLEMENT	*POPULATION ALLOCATION	*TOTAL BUDGET ALLOCATION	COUNTY MATCH	FIRST DISTRIB. OCT. 31	*SECOND DISTRIB. APR. 15
Apache	20,993	1.1998%	5,000	6,904	11,904	2,288	6,547	5,357
Cochise	33,614	1.9212%	5,000	11,055	16,055	3,086	8,830	7,225
Coconino	32,452	1.8548%	5,000	10,673	15,673	3,012	8,620	7,053
Gila	11,895	0.6799%	5,000	3,912	8,912	1,713	4,902	4,010
Graham	11,344	0.6484%	5,000	3,731	8,731	1,678	4,802	3,929
Greenlee	2,255	0.1289%	5,000	742	5,742	1,104	3,158	2,584
La Paz	3,906	0.2232%	5,000	1,284	6,284	1,208	3,456	2,828
Maricopa	1,081,080	61.7887%	5,000	355,532	360,532	69,290	198,293	162,239
Mohave	41,846	2.3917%	5,000	13,762	18,762	3,606	10,319	8,443
Navajo	32,191	1.8399%	5,000	10,587	15,587	2,996	8,573	7,014
Pima	241,139	13.7822%	5,000	79,303	84,303	16,202	46,367	37,936
Pinal	119,078	6.8059%	5,000	39,161	44,161	8,487	24,289	19,872
Santa Cruz	15,004	0.8575%	5,000	4,934	9,934	1,909	5,464	4,470
Yavapai	40,457	2.3123%	5,000	13,305	18,305	3,518	10,068	8,237
Yuma	62,386	3.5656%	5,000	20,515	25,515	4,904	14,033	11,482
<b>TOTAL</b>	<b>1,749,640</b>	<b>100.00%</b>	<b>75,000</b>	<b>575,400</b>	<b>650,400</b>	<b>125,000</b>	<b>357,721</b>	<b>292,679</b>

Source: Arizona Department of Economic Security, Research Administration,  
Population Statistics Unit. Arizona population projections for  
2006-2055.

\*\* Funds retained at the AOC

APPROVED:

  
 Joseph Keirsey  
 Division Director

Date

5-5-16

GRAND TOTAL

650,400

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

## PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**

**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING  
FISCAL YEAR 2016-2017**

**Board Resolution**

The Cochise County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. Section §8-261 through §8-265 for fiscal year 2016-2017.

The Board of Supervisors resolves that \$3,086 in matching funds will be provided by this county's Board of Supervisors for Cochise County, Arizona.

---

Clerk of the Board

---

Date

---

Chairperson, Board of Supervisors

---

Date

Please file with:

**Arizona Supreme Court  
Administrative Office of the Courts  
Juvenile Justice Services Division  
Attention: TC Colla, Program Specialist  
1501 West Washington Street, Suite 337  
Phoenix, Arizona 85007-3231**

Approved as to form:

---

Civil Deputy Cochise County Attorney

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

State of Arizona Cooperative Agreement

**Submitted By:** Terry Rutan, Procurement

**Department:** Procurement

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Terry Hudson      **TITLE of PRESENTER:** Procurement

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve the use of Arizona State Purchasing Cooperative Agreement with the State of Arizona Procurement Office and General Services Administration for the period of five State fiscal years beginning on July 6, 2016 through June 30, 2021.

**Background:**

The Cochise County Procurement Department has access to the State of Arizona cooperative purchasing agreements with all state agencies. These cooperative purchasing departments prepare solicitations and award bids/contracts for a wide range of commodities and services on behalf of local governments statewide. By combining the requirements of all cooperative state government agencies, these departments can offer Cochise County volume pricing through economies of scale. Many of the vendors Cochise County uses have contracts with these agencies allowing us to use the Cooperative best pricing available for the specific requirement. This agreement is for a period of five years and will require signature of the Chairman.

**Department's Next Steps (if approved):**

Sign and execute the new agreement.

**Impact of NOT Approving/Alternatives:**

The procurement department will be required to bid out all purchases that could be purchased using the cooperative contract in place that has already been competitively bid. This will increase the time required to complete a purchase for commodities or services that may result in delays.

**To BOS Staff: Document Disposition/Follow-Up:**

Contracts for signature of the Chairman will be hand carried to the Clerk of the Board. There is no fiscal impact until a purchase is made.

---

**Budget Information**

*Information about available funds*



**Budgeted:** ☐  
**Unbudgeted:** ☐

**Funds Available:** ☐  
**Funds NOT Available:** ☐

**Amount Available:**  
**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

Arizona State Purchasing Cooperative Agreement

---



**ARIZONA DEPARTMENT OF ADMINISTRATION**

**OFFICE OF THE DIRECTOR**

100 NORTH FIFTEENTH AVENUE • SUITE 401  
PHOENIX, ARIZONA 85007

(602) 542-1500

**ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT**

State of Arizona Procurement Office

and

Cochise County

---

(Organization Name – Eligible Procurement Unit)

This Cooperative State Purchasing Agreement ("Agreement") is entered between the parties in accordance with Arizona Revised Statutes §41-2631, et seq., Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations; and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.
2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in

certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.

4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.
5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
  - a. Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
  - b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.
  - c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.
  - d. Cooperate and assist the State when requested to validate transactions reported by vendors on quarterly usage reports filed with the State Procurement Office.
7. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the

resolution of any controversy should it choose to do so.

8. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.
9. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
10. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement Administrator, and shall remain in effect for a total period of five (5) state fiscal years. The State reserves the right to amend the agreement during the term of the Agreement.
11. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
12. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
13. The State Cooperative Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2009-09 dated October 20, 2009.
14. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
15. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
16. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
17. Except as provided in Paragraph 15, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

FOR THE STATE COOPERATIVE MEMBER:

FOR THE STATE:

\_\_\_\_\_  
Signature:

Name: Richard Searle

Title: Chairman, Board of Supervisors

Date: July 6, 2016

\_\_\_\_\_  
Signature:

Barbara Corella

Title: State Compliance Officer

Date: \_\_\_\_\_

ARI ZONA STATE PURCHASING COOPERATIVE  
State Cooperative Member Contact Information

Name of Organization: Cochise County	
Name of Contact Person: Terry Hudson	Qualification: (Click on appropriate box) <input checked="" type="checkbox"/> Political Subdivision <input type="checkbox"/> Non-Profit Educational Institution* <input type="checkbox"/> Non-Profit Healthcare Institution* <input type="checkbox"/> Non-Profit Other*
Title of Contact Person: Procurement Director	
Telephone number of contact person: 520-432-8391	Fax: 520-432-8397
E-mail address of primary contact person: thudson@cochise.az.gov  E-mail address of secondary contact person: vsipe@cochise.az.gov  <small>(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)</small>	
Physical Address:  1415 Melody Lane, Building C Bisbee, AZ 85603	
Mailing Address (if different from the physical address):    	
Federal ID Tax Number: 86-6000398	

Please send completed agreements and changes in contact information to:

State Procurement Office  
Arizona State Purchasing Cooperative  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, Arizona 85007

Or by e-mail to: [spo@azdoa.gov](mailto:spo@azdoa.gov)

**\*Non-profit entities must attach proof of non-profit status with the agreement**  
Please notify the State Procurement Office of any changes to this information.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Nursing Services

**Submitted By:** Terry Rutan, Procurement

**Department:** Procurement

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Terry Hudson      **TITLE of PRESENTER:** Procurement

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve RFP 16-23-SHF-03 with Supplemental Health Care on behalf of the Health and Social Services Department to provide staffing services for nursing services primarily at the Cochise County Jail for the period of August 1, 2016 through July 31, 2017 with options to renew for four additional years.

**Background:**

At the request of the Health and Social Services Department, the Procurement Department issued a RFP for nursing services. Sixty nine vendors were notified through Public Purchase, there were four responses. A panel consisting of members of representatives from Health, Jail and Procurement evaluated the responses and chose Supplemental Health Care as the most responsive, responsible bidder.

**Department's Next Steps (if approved):**

Execute the contract and monitor contract performance.

**Impact of NOT Approving/Alternatives:**

The County will continue to have difficulties providing nursing services, particularly at the Cochise County Jail, within the County.

**To BOS Staff: Document Disposition/Follow-Up:**

No further action required.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☒

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

### **Fund Transfers**

#### **Fiscal Impact & Funding Sources (if known):**

Use of vacancy savings to pay contract?

---

### **Attachments**

Cost Comparison/EvaluationRatings

RFP Nursing Services

---



	Supplemental Healthcar	MAKK	Worldwide Travel	Maxim
<b>Weekday RN 1st Shift</b>	\$52.00	\$46.08	\$60.00	\$70.00
<b>Weekday RN 2nd Shift</b>	\$52.00	\$48.08	\$60.00	\$70.00
<b>Weekday RN 3rd Shift</b>	\$52.00	\$48.08	\$60.00	\$70.00
<b>Weekday LPN 1st Shift</b>	\$42.00	\$28.08	\$48.00	\$48.00
<b>Weekday LPN 2nd Shift</b>	\$42.00	\$30.08	\$48.00	\$48.00
<b>Weekday LPN 3rd Shift</b>	\$42.00	\$30.08	\$48.00	\$48.00
<b>Weekend RN 1st Shift</b>	\$54.00	\$46.08	\$60.00	\$70.00
<b>Weekend RN 2nd Shift</b>	\$54.00	\$48.08	\$60.00	\$70.00
<b>Weekend RN 3rd Shift</b>	\$54.00	\$48.08	\$60.00	\$70.00
<b>Weekend LPN 1st Shift</b>	\$44.00	\$28.80	\$48.00	\$48.00
<b>Weekend LPN 2nd Shift</b>	\$44.00	\$30.80	\$48.00	\$48.00
<b>Weekend LPN 3rd Shift</b>	\$44.00	\$30.80	\$48.00	\$48.00
<b>HolidayWeekday RN 1st Shift</b>	\$69.00	\$69.12	\$60.00	\$105.00
<b>Holiday Weekday RN 2nd Shift</b>	\$69.00	\$72.12	\$60.00	\$105.00
<b>Holiday Weekday RN 3rd Shift</b>	\$69.00	\$72.12	\$60.00	\$105.00
<b>Holiday Weekday LPN 1st Shift</b>	\$59.00	\$43.20	\$64.00	\$72.00
<b>Holiday Weekday LPN 2nd Shift</b>	\$59.00	\$46.20	\$64.00	\$72.00
<b>Holiday Weekday LPN 3rd Shift</b>	\$59.00	\$46.20	\$64.00	\$72.00
<b>Holiday Weekend RN 1st Shift</b>	\$71.00	\$69.12	\$80.00	\$105.00
<b>Holiday Weekend RN 2nd Shift</b>	\$71.00	\$72.12	\$80.00	\$105.00
<b>Holiday Weekend RN 3rd Shift</b>	\$71.00	\$72.12	\$80.00	\$105.00
<b>Holiday Weekend LPN 1st Shift</b>	\$61.00	\$43.20	\$64.00	\$72.00
<b>Holiday Weekend LPN 2nd Shift</b>	\$61.00	\$46.20	\$64.00	\$72.00
<b>Holiday Weekend LPN 3rd Shift</b>	\$61.00	\$46.20	\$64.00	\$72.00

Rater	Supplemental Health	MAKK	Maxim	Worldwide
#1	95	43	67	76
#2	87	15	95	83
#3	95	80	90	83.75
	277	138	252	242.75



**FREQUEST FOR PROPOSAL**  
**16-23-SHF-03**  
**NURSING SERVICES**  
**Health Department**

**INTRODUCTION**

The County of Cochise, Arizona ("County") will accept competitive sealed Request for Proposal (RFP) for Nursing Services at the mailing address or physical location until the date and time detailed below. RFPs shall be in the actual possession of the County on or prior to the exact date and time indicated above. Late RFPs will not be considered **RFP'S shall be submitted in a sealed package marked "RFP 16-23-SHF-03 RFP – "Nursing Services"**. All RFP's shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal.

<b><u>Deadline to Submit Questions:</u></b>	June 9, 2016 prior to 5:00 PM Local Standard Time
<b><u>Pre Proposal Conference:</u></b>	No formal pre-proposal conference will be scheduled. Please contact Terry Rutan if a visit is desired.
<b><u>Proposal Due Date:</u></b>	Prior to June 16, 2016 at 4:00 PM Local Standard Time
<b><u>Number of copies:</u></b>	1 Original, 2 Copies
<b><u>Contact:</u></b>	Terry Rutan Cochise County Procurement Department
<b><u>Phone:</u></b>	520-432-8392
<b><u>E-Mail:</u></b>	<a href="mailto:trutan@cochise.az.gov">trutan@cochise.az.gov</a>
<b><u>Address for mailing and / or delivery of Proposals:</u></b>	Cochise County Procurement Department 1415 Melody Lane, Bldg. C Bisbee, AZ 85603
<b><u>Technical Contact:</u></b>	Terry Rutan Cochise County Procurement Department

**TO THE COUNTY OF COCHISE:**

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

The County is exempt from F.E.T.

For Clarification of this offer contact:

\_\_\_\_\_  
Arizona Transaction (Sales) Privilege Tax  
License Number

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
e-mail

\_\_\_\_\_  
City State Zip

**PROPOSAL AUTHORIZATION**

\_\_\_\_\_  
Signature

**THIS PAGE MUST BE SUBMITTED WITH  
THE PROPOSAL**

\_\_\_\_\_  
Print Name and Title

## **PART ONE**

### **1.0 Introduction:**

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide Pharmaceutical Services per the Specifications/Scope of Work as set forth herein.

#### **1.1** For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement
Part Eight	Exhibits and Attachments

## PART TWO

### GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

#### 1.0 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- **Best and Final Offer:** Means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service and products to be delivered. Sometimes referred to as a Final Proposal Revision
- **County:** Cochise County, Arizona
- **Contractor, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Cochise County
- **Contract:** The legal agreement executed between Cochise County, Arizona, and the Contractor, specifically Cochise County Contract No. 10-18-PUR-02
- **May:** Indicates something that is not mandatory but permissible
- **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- **Will:** Indicates an expression of intent, but is not binding
- **Solicitation:** An Invitation for Bids (IFB), Request for Price Quote (RFPC), Request for Proposals (RFP), Request for Qualifications (RFQ)
- **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance
- **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals
- **Vendor:** Individual, partnership, or corporation who may be capable of providing the goods or services required in a solicitation

#### 2.0 Preparation of Bid/Offer:

It is the responsibility of all bidders/offerors to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

##### 2.1 Form: No Facsimile, Telegraphic or Electronic Offers:

A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic, Mailgram or electronic bid/offer shall be rejected.

##### 2.2 Typed or Ink; Corrections:

The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.

##### 2.3 Bid/Proposal Form; Original Signatures:

The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be

bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.

**2.4 Exceptions to Terms and Conditions:**

A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

**3.0 Inquiries:**

All inquiries related to this solicitation shall be directed to the Procurement Officer unless otherwise stated in the solicitation.

**3.1 Submission of Inquiries:**

The Procurement Officer or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time. Electronic inquiries may be submitted.

**3.2 Timeliness:**

The Procurement Officer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

**3.3 No Right to Rely on Verbal Responses:**

Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

**4.0 Submission of Offer:**

**Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Procurement Department. The Procurement Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.**

Bids/proposals shall be received at:

**Cochise County Procurement Department  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603**

until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

**4.1 Sealed Envelope or Package:**

Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

**RFP 16-23-SHF-03 Nursing Services, Health Department**

The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

**4.2 Addenda:**

Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum shall result in rejection of the bid/offer.

- It is the proposer's responsibility to monitor the County's website for possible addenda to this solicitation to inform him/herself of the most current scope of work, terms and conditions and to submit his/her submittal in accordance with the original solicitation requirements and all addenda.

**4.3 Late Bids/Offers:**

A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

- The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation are determined by this clock.

**4.4 Overnight Delivery Service:**

Overnight delivery services **do not** deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.

**4.5 Bid/Offer Amendment or Withdrawal:**

A bid/offer may not be amended or withdrawn after the offer due date and time.

**4.6 Public Record:**

Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.

**5.0 Offer Acceptance Period:**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date, unless otherwise stated in the solicitation.

**6.0 Taxes:**

The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.

**7.0 Cost of Bid/Offer Preparation:**

The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.

**8.0 Certifications, Disclosure, and Disqualification:**

**8.1 Non-collusion, Employment and Debarment:**

By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:

- It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and
- It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

**8.2 Disclosure:**

If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.

**8.3 Disqualification:**

The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

**9.0 Award of Contract:**

**9.1 Number or Types of Awards:**

Where applicable, the County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, or by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County. If it is determined that an aggregate award to one Bidder/Offeror is not in the County's best interests, "all or none" bids/offers shall be rejected.

Notwithstanding any other provision of the solicitation, the County reserves the right to:



- Waive any immaterial defect or informality;
- Reject any and all bids/offers or portions thereof; or
- Cancel a solicitation

#### **10.0 Contract Inception:**

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

#### **11.0 Protests:**

A protest shall comply with and be resolved according to the Cochise County Procurement Policy, Section Fifteen. It shall be in writing and be filed with the Procurement Officer before the bid/offer due date. A protest of a proposed award or an award shall be filed within five (5) days of the Contract award or within five (5) working days of the mailing of the notice of award, whichever is later. A protest shall include:

- The name, address, and telephone number of the protester and the signature of the protester or its representative;
- The number and name of the solicitation that is being protested;
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- The form of relief requested.

#### **12.0 Order of Precedence:**

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- Special Terms and Conditions
- General Terms and Conditions
- Specifications or Scope of Work or Services
- Documents referenced in the solicitation
- Special Instructions to Bidders/Offerors
- General Instructions to Bidders/Offerors

## PART THREE

### SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS

#### 1.0 Bidder/Offeror's Contacts:

1.1 All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to the procurement officer Terry Rutan at (520) 432-8392 or [trutan@cochise.az.gov](mailto:trutan@cochise.az.gov). The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the procurement officer as a contact.

- Vendors may submit questions for clarification concerning the RFP requirements to the Procurement Officer listed above. All questions must be received by 5:00 PM, Local Standard Time, on June 9, 2016. Cochise County reserves the right, at its sole discretion, to accept questions beyond that date, should unanticipated and significant issues arise. Immediate responses to questions are informal and are not binding on the County. An official County response to questions is made by issuing an addendum, if it is necessary.
- If a Vendor discovers an ambiguity, discrepancy, conflict, omission or other error in the RFP, the Vendor shall immediately notify the Procurement Officer listed above of such error and request modification or clarification of the RFP Modifications will be made by issuing an addendum to the RFP.

#### 2.0 Pre-Bid/Proposal Conference:

No formal Pre-Bid/Proposal conference will be held if offeror wishes to visit the County they may make arrangements through Terry Rutan, Senior Buyer at (520) 432-8392 or [trutan@cochise.az.gov](mailto:trutan@cochise.az.gov).

#### 3.0 Bid/Proposal Format:

One (1) original and two (2) copies of each bid/proposal must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid/proposal should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid/proposal.

3.1 In order to be considered for evaluation the Proposer must submit the Proposal packet with the following, completed as directed.

- The Proposal Form
- The Form of Agreement completed as described in Part Six
- The Proposal in the format as described in Section 4 below

#### 4.0 Proposal Structure:

For convenience of review, please structure the proposal as follows:

##### 4.1 Firm's Qualifications and Experience:

Provide information regarding the firm. Company history and financial history should be provided. Include at least three (3) references for contracts of a similar size and scope and include a minimum of the following information:

- Name and mailing address of the organization. Provide the type and size of the organization and the number of years in operation.
- Name, title and telephone number of a contact person who is currently employed by the organization.

##### 4.2 Project Organization and Management:

Identify the capability of the firm to perform and manage the contract both technically and administratively. Include the following:

- Identify all key personnel, their function, experience, and work locations and that of all proposed subcontractors.
- Resumes of staff members who will be working on this contract.
- Provide copies of proof of licensing or certification for all personnel who will be working under this contract.

Cochise County shall have the option of checking references and may request the substitution of key staff members prior to the start of the project, or as deemed necessary by the County to ensure proper expertise and timely service

**4.3 Methodology:**

Identify all related segments and work tasks and the sequence in which they will be executed. Describe each significant task that shall be undertaken and specify deliverables. (Ref: Section 4. Scope of Work)

**4.4 Price Proposal:**

Offeror shall provide firm, fixed prices according to the instructions in Attachment B.

**5.0 Evaluation Criteria**

The following criteria will be significant in the evaluation of proposals, but the County is not limited to the items mentioned. Items are listed in the order of precedence. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the County.

**5.1** Capacity of Offeror

**5.2** Method of Approach

**5.3** Cost

**6.0 Discussions and Selection:**

After the initial receipt and evaluation of proposals, discussions may be conducted with Offerors who submit proposals determined to be the most responsive, which most closely meet the requirements of the Scope of Work, and which are the candidates most likely of being selected for award. Discussions may also be held with responders in order to clarify proposals or portions of proposals.

**6.1** The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost of price and technical standpoint. The County may ask for Best and Final Offers.

**6.2** Proposals are accepted by the County with the responder's complete understanding that the final evaluation and selection is final and not subject to review. The County may, at its sole discretion, reject any or all proposals submitted in response to this solicitation.

**PART FOUR**  
**SCOPE OF WORK**

**1.0 Background and Objective:**

Cochise County is seeking qualified organizations to provide high quality cost-effective Nursing Services to Cochise County. The County's primary need is within the Cochise County Jail however, any County Department that requires a nurse will be eligible to use this contract.

**2.0 Service Description:**

All nursing services shall be performed in a thorough and professional manner that conforms to the accepted methods and practices and in strict compliance with all local and state codes, ordinances, laws and policies. The Contractor shall be responsible for establishing that each service provider assigned to perform work at the Cochise County Jail is licensed by the state of Arizona. The County would prefer to use only Registered Nurses.

All contractor staff assigned to the Cochise County Jail pursuant to the Contract shall, for all purposes, be considered employees of the Contractor only. The Contractor shall assume sole and exclusive responsibility for the payment of wages and any benefits to all contractor staff assigned to provide services to the facility under the Contract.

**3.0 Tasks:**

**3.1 Registered Nursing Services (RN):**

The Registered Nurse (RN) shall be responsible for performing services that include, but are not limited to, the following:

- 3.1.1** Shall provide services such as treatment regimens and the delivery of medications as prescribed by a medical provider or under the guidelines of the Emergency Response Orders and Nursing Treatment Protocols. As needed, assess chronic, acute and emergency health care needs of patient or inmate and document accordingly in the patient or inmate's medical record.
- 3.1.2** Knowledge of communicable disease principles and understanding of Center for Disease Control (CDC), Occupational Safety Health Association (OSHA) Guidelines and correctional procedures. RNs shall have the ability to work with multiple health care disciplines and work cooperatively with the corrections staff.
- 3.1.3** Shall provide services such as treatment regimens and delivery of medications as prescribed by a medical provider or under the guidelines of the Nursing Treatment Protocols. As needed, assess chronic, acute and emergency health care need of the patients, and document accordingly in the medical record.
- 3.1.4** Knowledge of communicable disease principles and understanding of Center for Disease Control (CDC) Occupational Safety Health Association (ASHA) Guidelines. RNs shall have the ability to work with multiple health care disciplines and work cooperatively with County Public Health Nursing Division.

**3.2 Licensed Practical Nurse (LPN):**

The County would prefer the use of RNs. The Licensed Practical Nurse (LPN) shall be responsible for performing the following services that include, but are not limited to the following:

- 3.2.1** Shall provide services such as treatment regimens and the delivery of medications as prescribed by a medical provider or under the guidelines of the Emergency Response Orders and Nursing Treatment Protocols. As needed, describe chronic, acute and emergency health care needs of patient or inmate and document accordingly in the patient or inmate's medical record.
- 3.2.2** Nursing activities for which the LPNs have been prepared through basic education and those additional skills which are obtained through approved continued education programs.

**4.0 Requirements:**

**4.1 Licenses and Certifications Requirements:**

**4.1.1** The Contractor shall possess all business licenses and/or certifications required by law to provide Nurse Registry Services. The Contractor shall be responsible for verifying current license/certification and to obtain copies for the personnel file. The Contractor shall present licenses and/or certification within four (4) hours of County request. Providing an employee to County who has a probationary or suspended license may be cause for contract termination. The Contractor's employees shall have the following licenses/certificates; knowledge and understanding that include, but are not limited to, the following:

- Shall hold a current license in good standing privilege to practice as a RN or LPN. The Contractor shall be responsible for verifying licenses and certifications with the Arizona State Board of Nursing prior to having their employees commence work with Cochise County.
- Shall comply with the Arizona State Board of Nursing Statutes, Rules and Regulations.
- Shall be Cardio-Pulmonary Resuscitation (CPR) and Basic Life Support (BLS) certified, meeting the American Heart Association Standards.
- Shall be familiar with the Occupational Safety Health Association (OSHA) regulations

**4.1.2.** The Contractor shall ensure that all employees assigned to work at the County facility have a negative T.B. tuberculin screening before commencing work. The Contractor shall provide results to the County within two (2) hours of request.

## **4.2 General Requirements:**

**4.2.1** The Contractor shall have a designated staff member available to receive calls, fax, e-mails and phone messages twenty-four (24) hours, seven (7) days a week, based on the needs of the County facility. The designated person shall return and confirm the request for services within one (1) hour. All requests shall be made by the Detention Medical Services Manager or designee. The notification will have detailed information on the assigned work area and hours. The Contractor shall be responsible for providing the County with an Employee Summary Sheet for each new staff sent to the facility.

**4.2.2** The Contractor is responsible for notifying their employees of an assignment and providing the details related to that assignment to include but not limited to the following:

- Location, including address and phone number;
- Shift hours;
- Duration of request;
- Name of person at the County facility to whom personnel will report; and
- Sign in & sign out Procedures.

**4.2.3** All Contractor employees must sign in on the sign in sheet on their assigned unit at the actual time they arrive for assignment. When ending an assignment, the contractor's employee must sign out at the actual time they leave the assigned unit. The Detention Medical Services Manager or designee will fax copies of the sign-in sheets to the contractor before noon each Monday.

**4.2.4** The Contractor's employees shall work through the end of all assigned shifts. A verbal report to the nurse ensuring responsibility for care on the status of the patient(s) under their care or any significant event will be required before leaving the premises at the end of their shift.

**4.2.5** The Contractor's employees shall arrive for work on time. The County reserves the right to refuse assigned employees who are more than ten (10) minutes late for the assigned shift. Cochise County may refuse any the Contractor's employees who demonstrate excessive tardiness defined as on more than three (3) occasions.

**4.2.6** The Contractor shall be responsible for finding replacements for their staff who call in sick, or do not arrive for a pre-arranged scheduled shift.

of

- 4.2.7** The Contractor shall supply a supervisor or manager on site at a minimum of once per month to evaluate performance of the contracted employees. Pre-arranged appointments shall be made with the Detention Medical Services Manager or designee. These visits will focus on performance issues and corrective actions that may be required.
- 4.2.8** The Contractor shall be responsible for providing additional information and/or training to their employees as new information and technologies become available. The Contractor shall be responsible for all expenses related to ongoing training and travel.
- 4.2.9** Contractor's employees showing signs of impairment will be questioned about their behavior. The Contractor will absorb the cost for drug testing if the supervisor feels the employee is not able to safely perform their duties. In these cases, the employee will be sent home in a safe manner, and will be paid for hours worked. Additionally, a written report documenting the incident will be sent to the Contractor.
- 4.2.10** The Contractor shall guarantee that all staff provided has the following minimum knowledge, skills and abilities:
- Knowledge or principles and practices of interpersonal communications, dynamics of human behaviors, crisis intervention; knowledge of institutional security, order and disciplinary systems.
  - Knowledge of compiling, maintaining, and documenting resident files including use of Electronic Health Records.
  - Knowledge of methods of individual and group facilitation and evaluation.
  - Skills in compiling, maintaining, and documenting patient medical and behavioral health records.
  - Ability to assist in the development and implementation of treatment plans.
  - Ability to follow written and verbal directives as provided by supervisory and/or clinical professional staff.
  - Ability to carry out and lead safety and security duties to maintain order and discipline.
  - Ability to compile and document resident behavior in prescribed format in the case file.
  - Ability to direct unit programs and activities.
  - Assigned Contractor's employees shall knowledgeable of "Standard Nursing Practices".
- 4.2.11** Any regulatory required documentation that the RN or LPN working on behalf of the Contractor does not complete, must be corrected within 24 hours. Cochise County reserves the right to charge back any costs incurred to make this documentation regulatory compliant.
- 4.2.12** Contractor registry staff will cooperate with any abuse, neglect investigation and to provide statements, supporting documentation within 24hrs.

## **5.0 Reporting:**

- 5.1** The Contractor shall maintain security over all records, reports and related material and shall release such information only in a manner authorized by the appropriate authority.

**6.0 Holidays:**

**6.1** Holiday pay will be allowed for the following six major

New Year's Day (January 1)  
Memorial Day  
Independence Day (July 4)  
Labor Day  
Thanksgiving Day  
Christmas Day (December 25)

**6.2** Rates will apply to a twenty-four (24) hour period, which will begin from 11:00 p.m. the day prior to the holiday through 11:00 p.m. of the actual holiday.

**7.0 Notices, Correspondence, Reports, Invoices and Payments:**

**7.1** The Contractor shall inform the County in writing and receive approval prior to initiating any significant changes in procedures related to billing, and the Scope of Work.

**7.2** Invoices shall be paid by the County within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, County shall pay the undisputed part according to the payment terms described above.

**7.3** All correspondence and inquiries regarding invoicing and payments shall be mailed to the following address. All invoices shall be mailed to the following email address.

Cochise Health and Social Services  
1415 Melody Lane, Building A  
Bisbee, Arizona 85603

**8.0 Requirements:**

**8.1** The Contractor shall comply with all requirements of applicable standards of the Joint Commission, Health Care Financing Agency (HCFA), Occupational Safety Hazard Association (OSHA), NFPA, Environmental Protection Agency (EPA), Center for Disease Control (CDC) and any other federal, state and local regulatory agencies.

**8.2** The Contractor shall provide documentation if requested of evidence of compliance with applicable regulations enforced by the Joint Commission, Health Care Financing Agency (HCFA), Occupational Safety Hazard Association (OSHA), NFPA, Environmental Protection Agency (EPA), Center for Disease Control (CDC) and any other federal, state, and local regulatory agencies.

**8.3** The Contractor shall have a minimum of one (1) year of experience providing the services required.

**8.4** Contractor's sole compensation will be from the hourly rates indicated on the price sheet for services rendered. Additional expenses for travel will not be allowed.

**8.5** The Contractor shall be responsible for documenting proper training required to provide services successfully. The County has the right to request any documentation required to verify credentials. The Contractor shall provide documentation within four (4) hours of County's request. Providing an employee to the County who does not have the appropriate credentials may be cause for contract termination.

**8.6** The Contractor shall ensure that all personnel provided to the County have completed a background check upon commencing services and provide a copy of the successful Fingerprint Clearance card to the County. The licensee or the Contractor shall assume the costs of background checks.

- 8.7** The Contractor shall ensure that all Contractors' employees provided the County have a negative T.B. screening test and yearly thereafter, TB screening results to be provided to County.
- 8.8** Credentialing and Privileging: Credentialing is the process of obtaining, verifying, and assessing the qualifications of a professional staff to provide patient care services in or for a health care organization. Privileging is the process whereby a specific scope and content of patient care services are authorized for the health care practitioner by the Contractor, based on evaluation of the individuals credentials and performance.

The Contractor Shall:

- 8.8.1** Uniformly apply credentialing criteria to licensed practitioners applying to provide patient care or treatment under the facility's care.
- 8.8.2** Verify and uniformly apply the following core criteria: current licensure; current certification, if applicable, relevant education, training, and experience; current competence; and a statement that the individual is able to perform the services he or she is applying to provide.



**PART FIVE  
SPECIAL TERMS AND CONDITIONS**

**1.0 Bid/Proposal Opening:**

Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.

**1.1 Bids:**

Bids shall be read publicly and recorded.

**1.2 Proposals:**

The name of each Offeror shall be read publicly and recorded. Proposals will not be subject to public inspection until after the Contract award.

**2.0 Offer Acceptance Period:**

In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

**3.0 Award of the Contract:**

The Procurement Director will award the Contract to the most responsive and responsible Offeror, whose proposal is most advantageous to the County.

**4.0 Effective Date of Contract:**

Upon Signature of the Procurement Director.

**5.0 Upon Award of the Contract:**

The successful Bidder will sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.

**6.0 Renewal of the Contract:**

Upon written agreement of both parties at least sixty (60) calendar days prior to each Contract anniversary date, the Contract may be renewed for a period of four (4) successive one-year periods under the same terms and conditions as the original Contract. The total number of renewal years permitted shall not exceed four (4).

**7.0 Price Adjustment (Annual):**

The Cochise County Procurement Department may review a fully document request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Procurement Department shall determine whether the requested price increase or an alternate option is in the best interest of the County.

**9.0 Confidential Information:**

If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Procurement Officer should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.

**10.0 Suspension or Debarment Status:**

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.

**11.0 Intergovernmental Purchasing Agreements:**

Cochise County has entered into Interactive Purchasing Agreements with other political subdivisions, cities and towns of the State of Arizona in order to conserve resources reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services. The Contractor to whom this Contract is awarded may be requested by other parties to said Interactive Purchasing Agreements to extend to those parties the right to purchase supplies, equipment and services

provided by the Contractor under this Contract, pursuant to the terms and conditions stated therein. If the Contractor chooses not to extend this pricing to other political subdivisions, they should state so in their proposal.

**12.0 Minimum Requirements:**

Items/services specified in this bid/proposal are only to acknowledge the minimum requirements needed. The County reserves the right to select the material/services it deems most suitable for the intended purpose and use. It is the intent that this will be a guide to specifying the desired material/equipment/services and not to restrict others from bidding/offering.

**13.0 Failure to Deliver:**

In the event of failure of the Contractor to deliver goods/materials/equipment and/or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the goods/materials/equipment and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

**14.0 Authorization for Orders:**

Authorization for purchases under the terms and conditions of this Contract will be made only upon issuance of a Purchase Order. A separate delivery release will be issued against the Purchase Order, either in writing or by telephone.

**15.0 Insurance:**

**INDEMNIFICATION CLAUSE:**

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000

- Each Occurrence \$1,000,000
  - a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: ***"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

## 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
  - a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: ***"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **"State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.
  - c. Policy shall contain a severability of interest provision.

## 3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

  - a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **"State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.
  - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

## 4. Professional Liability (Errors and Omissions Liability)

- |                  |             |
|------------------|-------------|
| Each Claim       | \$2,000,000 |
| Annual Aggregate | \$2,000,000 |
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  - b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed **(Blanket Endorsements are not acceptable)** to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, and its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements **(Blanket Endorsements are not acceptable)** are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

**H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**I. Compensation and Method of Payment:**

In consideration of the performance of the services described in the specifications/scope of work, the County will pay the Contractor the sum or amounts as set forth in the Bid/Proposal and the Contractor will charge the County only in accordance with those same amounts.

- Cochise County will pay the Contractor within thirty (30) days following the receipt of itemized invoice(s) for the services rendered. No payment will be issued prior to receipt of material or service and correct invoice.

**J. Non-exclusive Contract:**

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the County of Cochise. The County reserves the right to obtain like services from another source when necessary.

**PART SIX**  
**GENERAL TERMS AND CONDITIONS**

**1.0 Certification:**

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeror certifies:

- 1.1** The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 1.2** The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 1.3** The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 1.4** The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

**2.0 Gratuities:**

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event the County pursuant to this provision cancels this Contract, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals that are generally made available to eligible County Government customers shall not be prohibited by this paragraph.

**3.0 Applicable Law:**

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

**4.0 Arizona Procurement Code:**

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Procurement Policy are a part of this document as if fully set forth herein.

**5.0 Legal Remedies:**

All claims and controversies shall be subject to A.R.S. §12-1518 et. al.

**6.0 Contract:**

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms, conditions and other requirements set for with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Cochise and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

**7.0 Contract Amendments:**

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

**8.0 Provisions Required By Law:**

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**9.0 Termination by the County:**

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written the parties to this Contract receive notice from the County, unless the notice specifies a later time.

**9.1** This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

**9.2** The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written ten- (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

**9.2.1** Contractor provides personnel who do not meet the requirements of the contract;

**9.2.2** Contractor fails to adequately perform the stipulations, conditions, or services and/or specifications required in the contract;

**9.2.3** Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

**9.2.4** Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

**9.2.5** Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

**10.0 Severability:**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the invalid provision, or application.

**11.0 Relationship of Parties:**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly such expenses, if any.

**12.0 Interpretation - Parol Evidence:**

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

**13.0 Assignment - Delegation:**

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

**14.0 Subcontracts:**

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and

conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

**15.0 Rights and Remedies:**

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the even of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**16.0 Protests:**

Protests shall be filed and shall be resolved in accordance with the Cochise County Procurement Policy, Section Fifteen. A protest shall be in writing and shall be filed with the Procurement Director. A protest of a solicitation shall be received at the Procurement Department before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:

**16.1** The name, address and telephone number of the protester;

**16.2** The signature of the protester or its representative;

**16.3** Identification of the Purchasing Agency and the solicitation or contract number

**16.4** A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

**16.5** The form of relief requested.

**17.0 Warranties:**

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

**18.0 Indemnification:**

To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

**18.1** is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and

**18.2** is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

**19.0 Overcharges by Antitrust Violations:**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

**20.0 Force Majeure:**

**20.1** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots;

strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

**20.1.1** Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

**20.1.2** Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

**20.2** If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**21.0 Right to Assurance:**

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five- (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**22.0 Records:**

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

**23.0 Advertising:**

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.

**24.0 Exclusive Possession:**

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Contractor or any other person except with prior written permission of the County.

**25.0 Title and Risk of Loss:**

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**26.0 Liens:**

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.

**27.0 Payment:**

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.



**28.0 Licenses:**

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.

**29.0 Preparation of Specifications by Persons Other than County Personnel:**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

**30.0 Cost of Bid/Proposal Preparation:**

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**31.0 Public Record:**

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification. As provided by the Cochise County Purchasing Policy.

**32.0 Payment by the County:**

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the County may terminate the contract period for the service at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**33.0 Independent Contractor:**

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

**33.1** The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.

**34.0 Legal Arizona Workers Act Compliance:**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each subcontractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subsection the Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Contractor shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"The Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal laws applicable to the Subcontractor's employees and with the requirements of A.R.S. §23-214(A). The Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by the Subcontractor will be deemed to be a material breach of this contract subjecting the Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

**PART SEVEN**  
**FORM OF AGREEMENT**

**1.0 Form of Agreement:**

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as “Authorized Representative” and in the lower portion under “**Contractor**”. **Do not fill in the date.**

**1.1 Return the completed Form of Agreement with the proposal packet.**

**AGREEMENT #16-23-SHF-03  
NURSING SERVICES**

**BETWEEN COCHISE COUNTY**

**and**

\_\_\_\_\_  
Name of Firm

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:

Terry L. Rutan, Procurement Department  
Cochise County Procurement Department  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Contract is designated by the County as No. #16-23-SHF-03 Nursing Services

The County and Contractor agree as follows:

**Article I.      Contract Documents:** The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

**Article II.     Contract Performance:** The Contractor shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

**Article III.    Date of Commencement and Completion:** The Contractor shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

**Article IV.     Payment:** The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

**This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016.**

**CONTRACTOR:**

**APPROVED BY:**  
**Cochise County**

---

Authorized Signature

---

Richard Searle, Chairman  
Board of Supervisors

---

Print Name and Title

**ATTEST:**

---

Clerk of the Board

**APPROVED AS TO FORM:**

---

Deputy County Attorney

# ATTACHMENT A

## Method of Approach

- A. Offeror shall provide an Executive Summary of at least one (1) page in length, which provides an overview of the Offeror's method of approach regarding the provision of products as required by this solicitation.
- B. Offeror shall describe their processes that will ensure the ease of use of this contract in Regards to the Scope of Work in this solicitation.
- C. Please provide your companies implementation plan including ramp up time lines for providing services in this contract.
- D. Offeror shall describe their offering for phone and on-line support in regards to their complete program.
- E. Please confirm that your company can meet the minimum insurance requirements in the Special Terms and Conditions to this solicitation. We urge you to consult with your insurance company and build any increase in cost into your offer.
- F. What is your company's current capacity vs current workload and how will your company bridge the gap to cover nursing positions to provide the critical services under this contract?
- G. Please offer any suggestions based on what you have read in this RFP that may help increase efficiencies and/or provide better service for the County.
- H. Is your firm capable of providing service to the Cochise County Jail, located at 203 Judd Drive, Bisbee, AZ 85603? Where is your office located? Tell us how you would handle this facility, including current staff you have available and how you would recruit to meet County's staffing needs.
- I. Our Jail is a twenty-four (24) hours a day, seven (7) days a week operation. Can your firm provide personnel that can work the shifts?
- J. Section 4.2.6 of the Scope of Work reads "The Contractor shall be responsible for finding replacements for their staff who call in sick, or do not arrive for a pre-arranged scheduled shift"; can you confirm that your firm will do this and tell us how that process will work?

# ATTACHMENT B

## Price Sheet

Shift	Price Per Hour
****Weekday Rate****Registered Nurse (RN) 1 <sup>st</sup> Shift	
****Weekday Rate****Registered Nurse (RN) 2 <sup>nd</sup> Shift	
****Weekday Rate****Registered Nurse (RN) 3 <sup>rd</sup> Shift	
****Weekday Rate****Registered Nurse (LPN) 1 <sup>st</sup> Shift	
****Weekday Rate****Registered Nurse (LPN) 2 <sup>nd</sup> Shift	
****Weekday Rate****Registered Nurse (LPN) 3 <sup>rd</sup> Shift	
****Weekend Rate****Registered Nurse (RN) 1 <sup>st</sup> Shift	
****Weekend Rate****Registered Nurse (RN) 2 <sup>nd</sup> Shift	
****Weekend Rate****Registered Nurse (RN) 3 <sup>rd</sup> Shift	
****Weekend Rate****Registered Nurse (LPN) 1 <sup>st</sup> Shift	
****Weekend Rate****Registered Nurse (LPN) 2 <sup>nd</sup> Shift	
****Weekend Rate****Registered Nurse (LPN) 3 <sup>rd</sup> Shift	
****Holiday Weekday Rate****Registered Nurse (RN) 1 <sup>st</sup> Shift	
****Holiday Weekday Rate****Registered Nurse (RN) 2 <sup>nd</sup> Shift	
**** Holiday Weekday Rate****Registered Nurse (RN) 3 <sup>rd</sup> Shift	
**** Holiday Weekday Rate****Registered Nurse (LPN) 1 <sup>st</sup> Shift	
**** Holiday Weekday Rate****Registered Nurse (LPN) 2 <sup>nd</sup> Shift	
**** Holiday Weekday Rate****Registered Nurse (LPN) 3 <sup>rd</sup> Shift	
**** Holiday Holiday Weekend Rate****Registered Nurse (RN) 1 <sup>st</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (RN) 2 <sup>nd</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (RN) 3 <sup>rd</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (LPN) 1 <sup>st</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (LPN) 2 <sup>nd</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (LPN) 3 <sup>rd</sup> Shift	

# ATTACHMENT C

## References

- Offeror shall provide three (3) customer references as similar in size and scope to this contract that yhou are providing service for.
- If you are providing service for other government agencies, please include these as one of your three references  
**All information shall be accurate and easily verifiable.**

### Reference 1

Client Company/Address	Contact	Begin Date	End Date
	Phone Number	Email Adress	
Service Provided			

### Reference 2

Client Company/Address	Contact	Begin Date	End Date
	Phone Number	Email Adress	
Service Provided			

### Reference 3

Client Company/Address	Contact	Begin Date	End Date
	Phone Number	Email Adress	
Service Provided			



# ATTACHMENT D

## Offeror's Proposed Subcontractors

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Scope of Work.

- If the Offeror will not subcontract any portion of this solicitation's Scope of Work and will be performing this solicitation's Scope of Work entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractor will be used, the Offeror shall clearly indicate this by checking **YES** in the section below and follow the instruction contained in that paragraph for identifying all subcontractors.

\_\_\_\_\_ **NO.** The above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

\_\_\_\_\_ **YES.** The above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subcontractor's name and contact information, the certifications required of them (if any), the type of service to be provided, and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance.
- The County reserves the right to request any additional information deemed necessary about any proposed subcontractors.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### **SUBCONTRACTORS (if checked YES):**

Please include all required information below or attach additional pages if necessary

1.

2.

3

4.

5.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Approval of State grant training funds for Public Defender for FY16/17

**Submitted By:** Delores Putnam, Public Defender

**Department:** Public Defender

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature NOT  
Required

**# of ORIGINALS** 0  
**Submitted for Signature:**

**NAME** n/a  
**of PRESENTER:**

**TITLE** n/a  
**of PRESENTER:**

**Mandated Function?:** Federal or State Mandate

**Source of Mandate** 12-117  
**or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

---

**Information**

**Agenda Item Text:**

Approve state grant public defender training funds per ARS12-117 in the amount of \$3,500 for the Public Defender for July 1, 2016 through June 30, 2017

**Background:**

In 1989 the Arizona Legislature enacted ARS 12-117 for the purpose of providing money to the Supreme Court to be distributed to county public defenders for training purposes. The amount for the Public Defender is expecting to receive for FY17 has been included in the budget.

**Department's Next Steps (if approved):**

Approvals are respectfully requested.

**Impact of NOT Approving/Alternatives:**

If not approved the Public Defender will depend solely on the county general fund for funding for mandatory continuing legal education credits for attorney staff.

**To BOS Staff: Document Disposition/Follow-Up:**

n/a

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☒

**Funds Available:** ☒

**Amount Available:** 3500

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1: 101-1300-9-423.400

## **Fund Transfers**

### **Attachments**

Grant Approval Form

Funding Agreement

---

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Delores Putnam

Date Prepared: July 11, 2016

Point of Contact: Delores Putnam

Phone Number: 520-432-8442

Department: **Public Defender**

---

## PRIMARY GRANT

Primary Grantor: Az Supreme Court Administrative Office of the Courts

CFDA: [www.CFDA.gov](http://www.CFDA.gov) n/a

Grant Title: Public Defender Training Fund (PDTF)

Grant Term From: July 1, 2016 To: June 30, 2017 Total Award Amount: 3,500.00

New Grant: ☐ Yes ☒ No Grant No: n/a

Amendment: ☐ Yes ☒ No Amendment No: n/a

GL Account No: 101-1300

If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice**

District: **CW**

Mandated by Law ☒ Yes ☐ No

Number of Positions Funded: 0

Asset(s) Acquired:

0

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Funding for county public defenders to be used exclusively for training purposes.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

ARS 12-117 Public defender training fund, appropriation

## PRIMARY FUNDING SOURCE

Funding Year: 2016-2017

Federal Funds 332.100

State Funds 336.100 3,500.00

County Funds 391.000

Other Funds:

Total Funds: 3,500.00

Has this amount been budgeted? ☒ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☒ Quarterly ☐ Draw ☐ Reimbursement

Is revertment of unexpected funds required at the end of grant period? ☐ Yes ☒ No

(a) Total indirect (A-87) Cost Allocation: \$ 0.00

(b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 0.00

Is there a Secondary Grant Award associated with this Grant? ☐ Yes ☒ No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? ☐ Yes ☒ No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**

Arizona Supreme Court  
Administrative Office of Public Defenders

---

**FUNDING AGREEMENT FOR  
PUBLIC DEFENDER TRAINING FUND (PDTF)**

---

Cochise County Public Defender  
Fiscal Year 2017

This Agreement is entered into by and between the Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Cochise County Public Defender, herein referred to as "Public Defender," in accordance with A.R.S. § 12-117.

**RECITAL**

Pursuant to A.R.S. §§ 12-113(A)(1), Judicial Collection Enhancement Fund; 12-116, Time Payment Fee; and 12-117, County Public Defender Training Fund, monies are provided through the state treasurer to the Supreme Court to provide county public defender training.

The purpose of this Agreement is to provide funding for Public Defender training in Fiscal Year 2017. Cochise County Public Defender agrees that it will expend Public Defender Training Fund ("PDTF") monies in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

**TERMS AND CONDITIONS**

**1. TERM OF AGREEMENT**

This Agreement becomes effective on July 1, 2016, and shall remain in effect through June 30, 2017.

**2. MODIFICATION AND TERMINATION**

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding available; (b) statutory changes in the program; or (c) Public Defender's non-compliance with this Agreement, Arizona Code of Judicial Administration § 5-105, A.R.S. § 12-117, or other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. In the event that a modification request becomes necessary, it must be requested no later than 30 days prior to the closing date of the grant.

**3. FUND ACCOUNTING**

Funds distributed to Public Defender shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III-2 of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies while in the possession of the Public Defender shall accrue to the fund for use by the Public Defender in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

**4. EXPENDITURES**

**a. Distribution of Funds.**

- 1) The PDTF monies will be disbursed quarterly pursuant to the proportion requirements set forth in A.R.S. § 12-117(C). Quarterly disbursements will be made within sixty days of the close of each quarter.
- 2) The AOC may retain all or any portion of the funds allocated to the Public Defender should the Public Defender be in violation of any of the terms of this funding Agreement.

**b. Reporting Requirements.** The Public Defender shall submit an annual report using the AOC approved reporting templates no later than 45 days after fiscal year end, in accordance with Arizona Code of Judicial Administration § 5-105.

**c. Unexpended Funds.** Funds unencumbered and unexpended 30 days after fiscal year end, plus all unexpended interest accrued on such funds while in the possession of the Public Defender, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

**d. Inappropriate Expenditures.** The Public Defender shall expend funds only for the purposes and uses specified within Arizona Code of Judicial Administration § 5-105. Public Defender agrees to reimburse the Public Defender Training Fund for any unauthorized or inappropriate expenditures which are not in compliance with this Agreement. The Public Defender Training Fund shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with PDTF monies shall be used solely for PDTF training purposes.

**e. Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2017, all unexpended funds in the possession of the Public Defender shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Public Defender Training Funds. If termination is due to failure of the Public Defender to comply with this agreement, the AOC may require return of equipment and supplies purchased with Public Defender Training Funds.

## **5. BOOKS AND RECORDS**

**a. Financial Records and Examination.** The Public Defender shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records and other documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

**b. Program Records and Evaluation.** The AOC plans to monitor and evaluate the Public Defender Training Fund Program to determine its effectiveness. As a condition of receipt of Public Defender Training Funds, the Public Defender agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Public Defender and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials. The Public Defender further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

## **6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS**

The Public Defender shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

## **7. INVENTORY**


The Public Defender retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Public Defender may use its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06A for guidance. Public Defender retains ownership of equipment purchased with funds received pursuant to this funding agreement.

## **8. USE, LOSS AND DISPOSITION OF EQUIPMENT**

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. The Public Defender is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Appendix A.

## **9. PERFORMANCE LIABILITY**

Except as otherwise provided in law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

By   
Mark A. Suagee, Public Defender  
Cochise County Public Defender

ARIZONA SUPREME COURT  
By   
Mike Baumstark, Deputy Director  
Administrative Office of Courts



## APPENDIX A

### **ARIZONA COURTS INVENTORY AND PROPERTY CONTROL POLICY**

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

#### **DEFINITIONS**

**Capital fixed asset** means any fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years. These fixed assets will also be recorded and tracked in the State Accounting System (USAS).

**Non-capital equipment** means any fixed asset with a purchase price of \$2,000 to \$4,999 and usable life of one or more years.

**Judicial Department Unit (JDU)** is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

**Local Governmental Unit (LGU)** is any county, city or school district; and with other state agencies with responsibility for reporting, care, and custody of the fixed asset.

#### **POLICY**

##### **1. GENERAL**

This policy covers any equipment valued over \$2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU/LGU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU/LGU owns the equipment. The JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU/LGU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU/LGU shall maintain an inventory log as described in the record keeping section of this policy.

##### **2. TAGGING/NUMBERING SYSTEM**

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU/LGU shall maintain a tagging/numbering system.

### **3. RECORD KEEPING**

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and noncapital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

### **4. INVENTORY SCHEDULE**

All JDU/LGU's shall conduct an annual physical inventory of fixed assets in a manner prescribed by the AOC Financial Office. The Information Technology Division shall conduct an annual physical inventory of all computer equipment. The AOC Financial Office will submit an annual inventory report to the Department of Administration, General Accounting Office.

### **5. TRANSFER OF EQUIPMENT**

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

### **6. SURPLUS PROPERTY**

Equipment which is no longer needed or usable shall be placed in surplus in accordance with the following:  
For equipment for which title was granted to the JDU/LGU, the JDU/LGU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

### **7. MODIFICATION TO THIS POLICY**

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

New Liquor License DreamCatcherWay Vineyards Series 13 Farm Winery

**Submitted By:** Rebecca Reynolds, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V **Recommendation:** Approve  
Presentation

**Document Signatures:** BOS **# of ORIGINALS**  
Signature **Submitted for Signature:**  
NOT  
Required

**NAME** Arlethe Rios **TITLE** Clerk of the Board  
**of PRESENTER:** **of PRESENTER:**

**Mandated Function?:** Not **Source of Mandate**  
Mandated **or Basis for Support?:**

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve a new liquor license application for a series #13 Farm Winery liquor license submitted by Mr. Walter Hunt for DreamCatcherWay Vineyards, located at 1203 N. Cochise Stronghold Road, Cochise, AZ 85606.

**Background:**

Mr. Walter Hunt has applied for a series #13 Farm Winery liquor license for DreamCatcherWay Vineyards, located at 1203 N. Cochise Stronghold Road, Cochise, AZ 85606. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The establishment will require licensure with Cochise County Environmental Health and they will notify the applicant with requirements to obtain the proper permits before operating the business.

Mr. Hunt has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

**Department's Next Steps (if approved):**

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

**Impact of NOT Approving/Alternatives:**

A hearing on this application will be scheduled with the State Liquor Board.

**To BOS Staff: Document Disposition/Follow-Up:**

Send packet to ADLLC and copy of letter w/out attachments to applicant.

---

### Budget Information

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

[Application](#)

[Review Forms](#)

[Affidavit of Posting](#)

[Notice of Posting Sign](#)

---



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

RECEIVED  
COCHISE COUNTY  
BOARD OF SUPERVISORS

2016 JUN 23 A 6:32

15 JUN 20 11:47 PM 158

**Application for Liquor License**  
Type or Print with Black Ink

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**  
**A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)**

**SECTION 1** This application is for a:

- ☐ Interim Permit (Complete Section 5)  
☒ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)  
☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)  
☐ Location Transfer (Bars and Liquor Stores Only)  
(Complete Section 2, 3, 4, 11, 13, 14, 16)  
☐ Probate/ Will Assignment/ Divorce Decree  
(Complete Sections 2, 3, 4, 9, 13, 14, 16)  
(Fee not required)  
☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)  
☐ Seasonal

**SECTION 2** Type of Ownership:

- ☐ J.T.W.R.O.S. (Complete Section 6)  
☐ Individual (Complete Section 6)  
☐ Partnership (Complete Section 6)  
☐ Corporation (Complete Section 7)  
☒ Limited Liability Co (Complete Section 7)  
☐ Club (Complete Section 8)  
☐ Government (Complete Section 10)  
☐ Trust (Complete Section 6)  
☐ Tribe (Complete Section 6)  
☐ Other (Explain) \_\_\_\_\_

**SECTION 3** Type of license

1. Type of License: Farm Winery Series 13

LICENSE # 13023047

**SECTION 4** Applicants

1. Individual Owner/Agent's Name: Hunt

Walter

Neil

2. Owner Name: DreamCatcherWay Vineyards Walter Neil  
(Ownership name for type of ownership checked on section 2)

3. Business Name: DreamCatcherWay Vineyards  
(Exactly as it appears on the exterior of premises)

4. Business Location Address: 1203 N Cochise Stronghold Road Cochise AZ 85606 Cochise  
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: PO Box 7 Pearce AZ 85625  
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 520-826-3402 Daytime Contact Phone: 520-508-2425

7. Email Address: thehunts@vtc.net

8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☒ No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No

If yes, what City, Town or Tribal Reservation is this Business located in: \_\_\_\_\_

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store ( license only) \$ \_\_\_\_\_

Fees: <u>100</u>	Department Use Only			<u>22+13</u>	<u>135-</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees	
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Accepted by: <u>MIS.</u>		Date: <u>06/20/2016</u>	License # <u>13023047</u>		

**SECTION 5 Interim Permit**

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01

1. Enter license number currently at the location: \_\_\_\_\_
2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? \_\_\_\_\_

Attach a copy of the license currently issued at this location to this application.

I, Walter Neil Hunt

(Print Full Name)

declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

[Signature]

(Signature)

State \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

My Commission Expires on: \_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Notary Public)

**SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

**Individual**

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? ☐ Yes ☐ No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

**Partnership**

Name of Partnership: \_\_\_\_\_

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

**J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)**

Name of J.T.W.R.O.S: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**SECTION 6 - continued****TRUST**

Name of Trust: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**TRIBE**

Name of Tribal Ownership: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**SECTION 7 Corporations/ Limited Liability Co**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

☐ Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7☒ LLC. Complete Questions 1, 2, 3, 4, 5, 6, and 71. Name of Corporation/ LLC: DreamCatcherWay Vineyards, LLC2. Date Incorporated/Organized: 5/10/2016 05/05/16 State where Incorporated/Organized: Arizona3. AZ Corporation or AZ LLC File No: L-2090057-0 Date authorized to do Business in AZ: 5/10/20164. Is Corp/LLC. Non Profit? ☐ Yes ☒ No

5. List Directors, Officers, Members in Corporation/LLC:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Hunt	Walter	Neil	Member	PO Box 7	Pearce	AZ	85625

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Hunt	Walter	Neil	100%	PO Box 7	Pearce	AZ	85625

(Attach additional sheet if necessary)

7. If the corporation/ LLC are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

**SECTION 8 Club Applicants**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_

2. Is Club non-profit? ☐ Yes ☐ No

3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License**

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appear on the license) Last First Middle

2. Assignee's Name: \_\_\_\_\_  
Last First Middle

3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

**ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.**

**SECTION 10 Government (for cities, towns, or counties only)**

1. Government Entity: \_\_\_\_\_

2. Person/Designee: \_\_\_\_\_  
First Last Middle Day time Contact Phone #

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)**

1. Current Business: Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Exactly as it appears on license)

2. New Business: Name: \_\_\_\_\_

Address: \_\_\_\_\_

3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_



**SECTION 12 Person to Person Transfer**

**Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)**

1. Individual Owner / Agent Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: \_\_\_\_\_  
(Exactly as it appears on license)

3. Business Name: \_\_\_\_\_  
(Exactly as it appears on license)

4. Business Location Address: \_\_\_\_\_  
Street City State Zip

5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

6. Current Mailing Address: \_\_\_\_\_  
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? ☐ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☐ Yes ☐ No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) \_\_\_\_\_ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) \_\_\_\_\_, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

X \_\_\_\_\_  
(Signature of CURRENT Individual Owner/Agent)

**NOTARY**

State of \_\_\_\_\_ County of \_\_\_\_\_  
State County

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

My commission expires on \_\_\_\_\_  
Day/ Month/Year Signature of NOTARY PUBLIC

**SECTION 13 Proximity to Church or School**

Questions to be completed by all in-state applicants.

**A.R.S. § 4-207.** (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02) Series 12

b) Hotel/motel license (§ 4-205.01) Series 11

c) Microbrewery Series 3

d) Craft Distillery Series 18

e) Government license (§ 4-205.03) Series 5

f) Fenced playing area of a golf course (§ 4-207(B)(5))

g) Wholesaler Series 4

h) Farm Winery Series 13

1. Distance to nearest School: 10 miles  
(If less than one (1) mile note footage)

Name of School: Pearce Elementary SchoolAddress: 1487 E School Rd., Pearce, AZ 85625

2. Distance to nearest Church: 5 miles  
(If less than one (1) mile note footage)

Name of Church: Wynne ChapelAddress: 374 W Richland Way, Cochise, AZ 85606**SECTION 14 Business Financials**

1. I am the: ☐ Lessee ☐ Sub-lessee ☒ Owner ☐ Purchaser ☐ Management Company

2. If the premise is leased give lessors:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ \_\_\_\_\_

4. What is the remaining length of the lease? Yrs. \_\_\_\_\_ Months \_\_\_\_\_

5. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or Other: \_\_\_\_\_  
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 82,785.32

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
BBVA Compass Bank			82,785.32	PO Box 11631, Birmingham AL 35202			

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?

Growing of wine grapes, making and selling wine. Wine tasting.

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? ☐ Yes ☒ No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☒ No10. Is the premises currently license with a liquor license? ☐ Yes ☒ No

If yes, give license number and licensee's name:

License #: \_\_\_\_\_ Individual Owner /Agent Name: \_\_\_\_\_  
(Exactly as it appears on license)

## SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐ Yes ☒ No
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☐ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

\_\_\_\_\_  
(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

\_\_\_\_\_  
(Applicant's Initials)

## SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- |   |  |               |  |
|---|--|---------------|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | <b>Patio:</b> | <input checked="" type="checkbox"/> Contiguous |
| <input type="checkbox"/> Walk-up windows            | <input type="checkbox"/> Drive-through windows           |               | <input type="checkbox"/> Non Contiguous        |

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☐ Yes ☒ No  
If yes, what is your estimated completion date? \_\_\_\_\_

\_\_\_\_\_  
Month/Day/Year

2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
5. **As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

  
\_\_\_\_\_  
(Applicant's Initials)

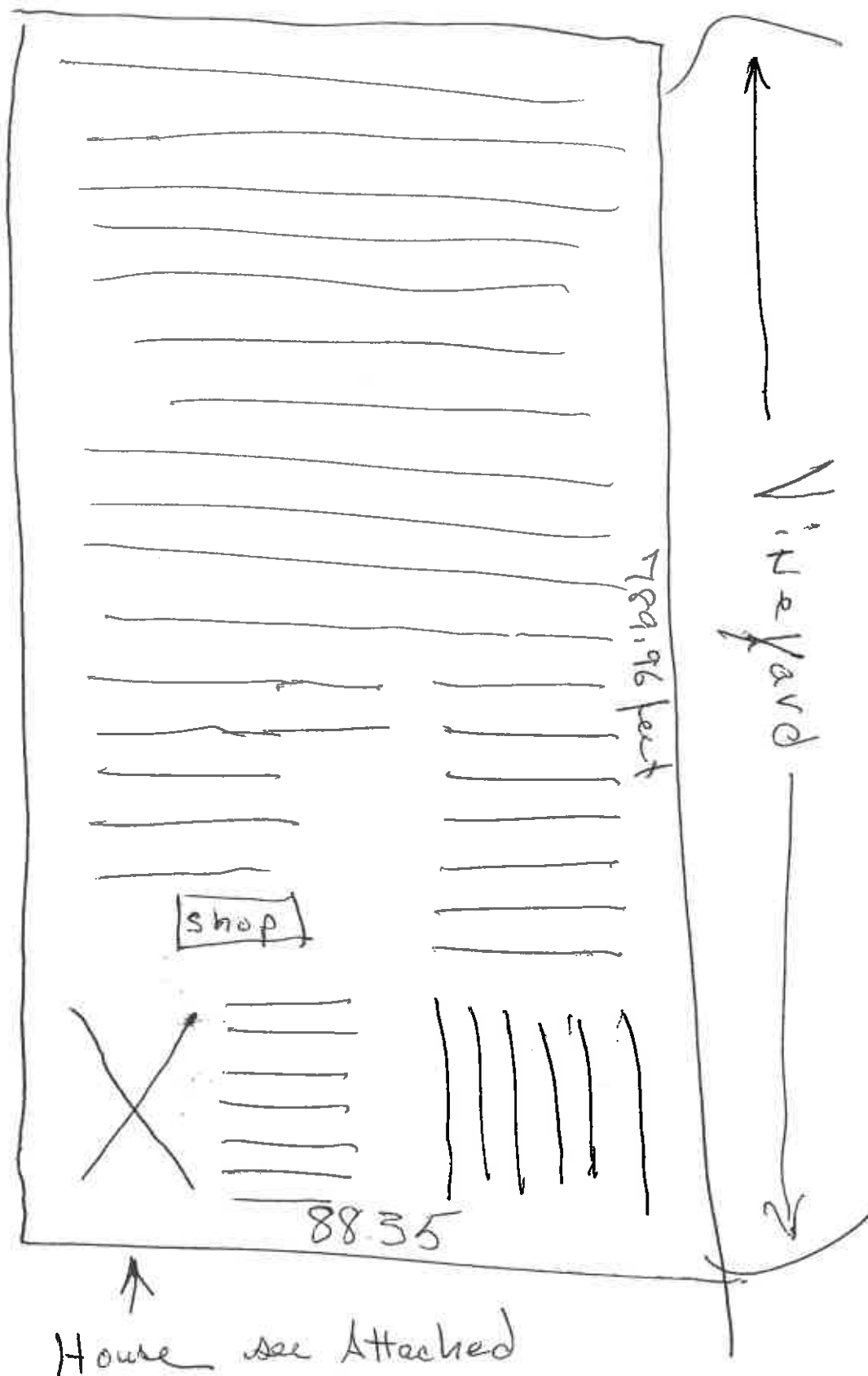
**SECTION 16 Diagram of Premises – continued**

**6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.**

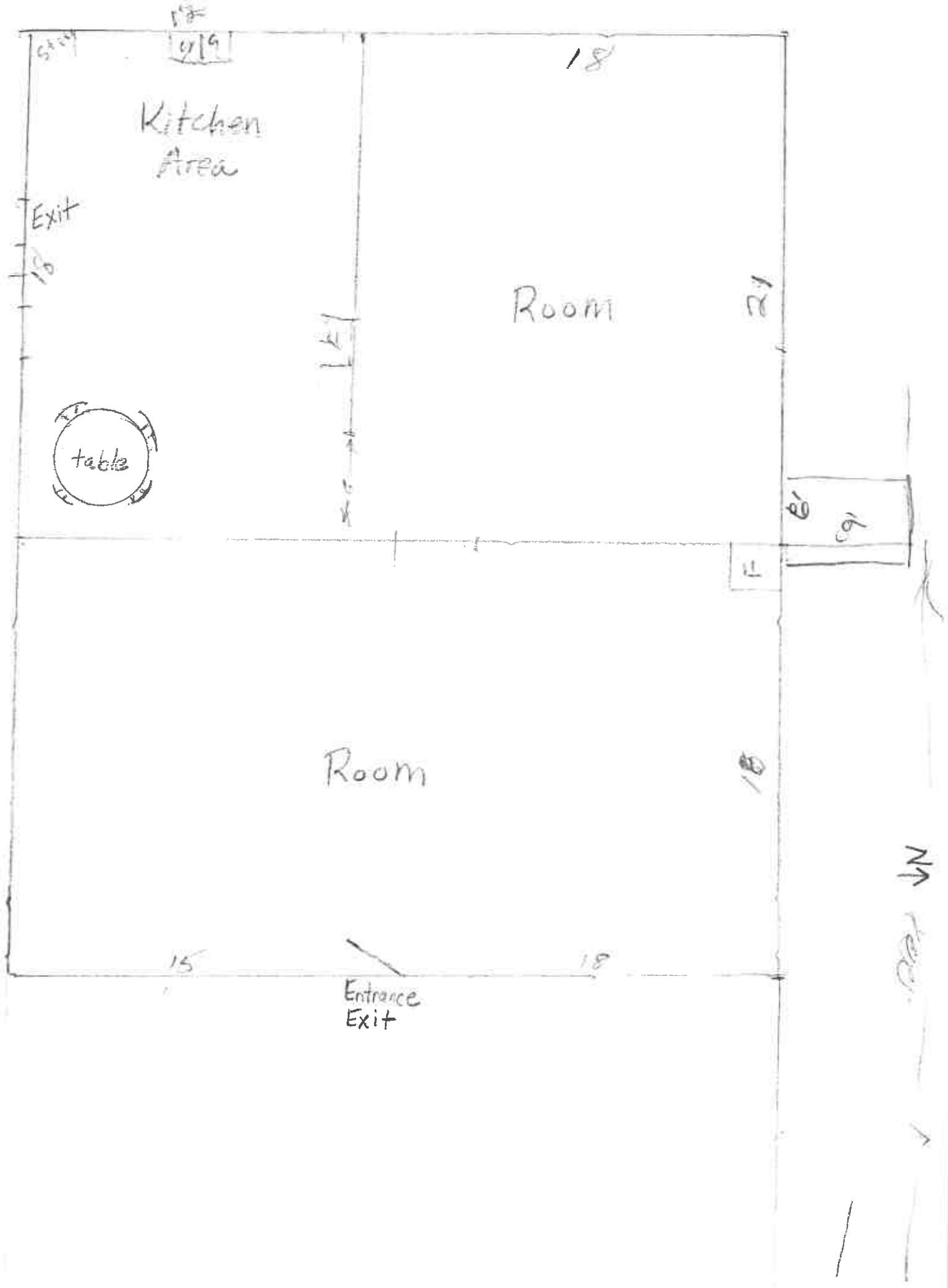
If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

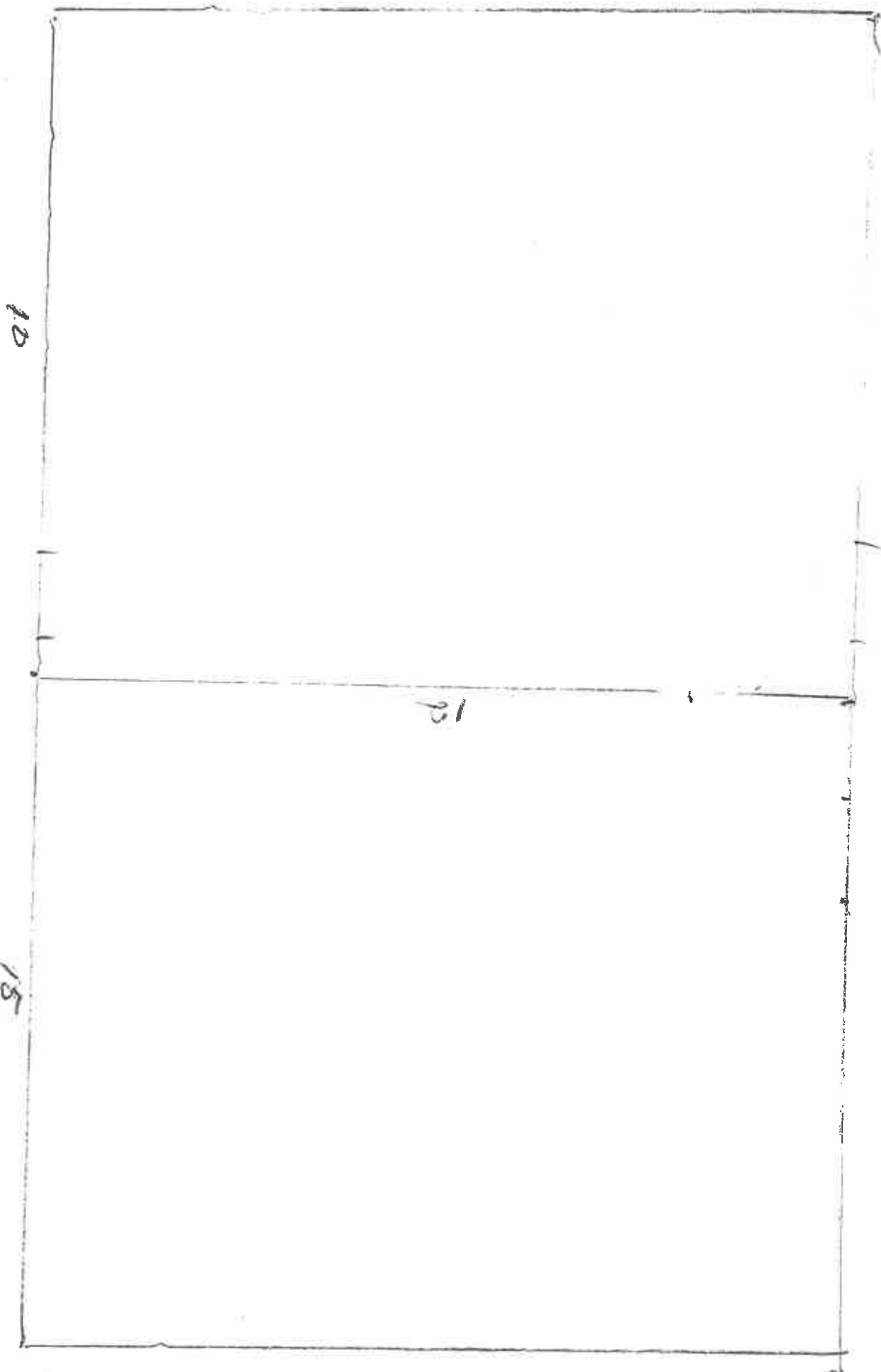
**DIAGRAM OF PREMISES**

DIAGRAM ATTACHED











**SECTION 17 SIGNATURE BLOCK**

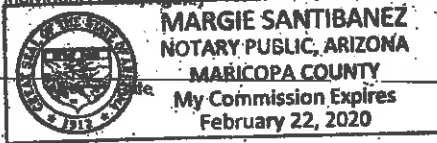
**NOTARY**

I, (Print Full Name) Walter Neil Hunt, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]  
(Signature of CURRENT Individual Owner/Agent)

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this

My commission expires on:



20 of June, 2016  
Day Month Year

[Signature]  
Signature of NOTARY PUBLIC

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Walter Hunt Address: 1203 N. Cochise Stronghold Road  
Business Name: DreamCatcherWay Vineyards, LLC City/Zip: Cochise/85606  
Liquor License #: 13023047 Parcel #: 119-09-008B  
Ownership Type: Limited Liability Company Liquor License X Special Event Liquor License ☐  
Partner(s): N/A

## TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: There have not been a significant number of incidents at the location with the last 5 years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Mark P. Genz

Title: Commander

Signature: s/Mark P. Genz

Date: 070516

Contact phone: 432-9505

Email: mgenz@cochise.az.gov

Return completed form with any attachments by: 7/1/16

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Walter Hunt Address: 1203 N. Cochise Stronghold Road  
Business Name: DreamCatcherWay Vineyards, LLC City/Zip: Cochise/85606  
Liquor License #: 13023047 Parcel #: 119-09-008B  
Ownership Type: Limited Liability Company Liquor License ☒ Special Event Liquor License ☐  
Partner(s): N/A

## TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

XXX ☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

TAXES ARE PAID IN FULL FOR 2015 TAXES

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1  
Signature: KATHLEEN WILSON Date: 6/24/2016  
Contact phone: 520-432-8404 Email: KWILSON@COCHISE .AZ.GOV

Return completed form with any attachments by: 7/1/16

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## For internal use only:

- ☐ Restaurant/Hotel-Motel
- ☐ Club/Government
- ☐ Transfer of Premises

### APPLICANT INFORMATION

Applicant Name: Walter Hunt Address: 1203 N. Cochise Stronghold Road  
Business Name: DreamCatcherWay Vineyards, LLC. City/Zip: Cochise/85606  
Liquor License #: 13023047 Parcel #: 119-09-008B  
Ownership Type: Limited Liability Company Liquor License ☒ Special Event Liquor License ☐  
Partner(s): N/A

### TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning  
Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



### OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐  
Use permitted by P&Z? Y ☐ N ☒  
Date Permit Issued: N/A  
If use not permitted, is it LNC? Y ☐ N ☒

Zoning: RU-4  
Permit#: N/A - NO PERMIT REQUIRED  
Use Permitted: Ag Processing Services, On-Site  
Year LNC Established: N/A

- ☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- ☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- ☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Flores Title: Zoning Administrator  
Signature: Dora V Flores Date: June 29, 2016  
Contact phone: 520.432.9300 Email: dflores@cochise.az.gov

Return completed form with any attachments by: 7/1/16

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Walter Hunt Address: 1203 N. Cochise Stronghold Road  
Business Name: DreamCatcherWay Vineyards, LLC. City/Zip: Cochise/85606  
Liquor License #: 13023047 Parcel #: 119-09-008B  
Ownership Type: Limited Liability Company Liquor License ☒ Special Event Liquor License ☐  
Partner(s): N/A

## TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

Cochise County Environmental Health has no issues, concerns with the proposed application

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- ☒ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Carl Hooper Title: Environmental Health Specialist  
Signature:  Date: 6/28/2016  
Contact phone: (520) 432-9442 Email: chooper@cochise.az.gov

Return completed form with any attachments by: 7/1/16



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

**AFFIDAVIT OF POSTING**

Date of Posting: 6/29/16 Date of Posting Removal: 7/19/16

Applicant's Name: Hunt Walter Neil  
Last First Middle

Business Address: 1203 N. Cochise Stronghold Rd Cochise 85606  
Street City Zip

License #: 13023047

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

CHRIS SAYLOR CODE ENFORCEMENT OFFICER 432.9300  
Print Name of City/County Official Title Phone Number

[Signature] 7.19.2016  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.  
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

# NOTICE

## APPLICATION TO SELL ALCOHOLIC BEVERAGES

**DATE POSTED:** Wednesday, June 29, 2016

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors

PLACE 1415 Melody Ln, Bldg A, Bisbee    DATE/TIME Tuesday, July 26, 2016 @ 10:00a.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE

RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

**STATE LIQUOR BOARD:**    800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007    (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL -    LOCAL GOVERNING BODY: 520-432-9780    STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

**Public Hearings 19.**  
**Community Development**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Resolution for Zoning Amendments Docket R-16-01

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** PowerPoint **Recommendation:** Approve

**Document Signatures:** BOS **# of ORIGINALS** 1  
Signature **Submitted for Signature:**  
Required

**NAME** Dora **TITLE** Zoning Administrator  
**of PRESENTER:** Flores **of PRESENTER:**

**Mandated Function?:** Local **Source of Mandate** Section 102.A.8 of CC  
Mandate **or Basis for Support?:** Comprehensive Plan  
or Policy

**Docket Number (If applicable):** R-16-01

---

**Information**

**Agenda Item Text:**

[ITEM TABLED FROM June 28, 2016 Meeting] Adopt Zoning Ordinance 16-02 to approve Docket R-16-01 for the proposed amendments to the Cochise County Zoning Regulations to clarify, standardize, and simplify language.

**Background:**

**I. PLANNING AND ZONING COMMISSION**

On Wednesday, May 11, 2016, the Planning and Zoning Commission voted 6-0 unanimously to forward this Docket to the Board of Supervisors with a recommendation of approval. One July 12, 2016 a work session was held with the Board of Supervisors to review the proposed amendments.

**II. BACKGROUND AND PROPOSED CHANGES**

Docket R-16-01 is a resolution that proposes several revisions to the Cochise County Zoning Regulations, last revised and adopted on December 2<sup>nd</sup> of 2014 (Zoning Ordinance 14-10). Section 102.A.8 of the Cochise County Comprehensive Plan requires periodic review and updates to the Zoning Regulations to “reduce complexity, contradictions, and unnecessary regulations.” The overall intent of the proposed revisions is to simplify and clarify the existing regulations. These proposed changes reflect the spirit of addressing issues in a timely manner and incorporates recent changes from the State of Arizona Department of Fire, Building and Life Safety, as well as clerical edits and amendments stemming from suggestions and comments received by Staff. A summary listing of the changes as well as the complete draft document (with additions and deletions shown) is included for consideration. The following is a brief review of the changes Staff is proposing:

**Article 2, Definitions**

- Verbiage revised throughout Zoning Regulation to reflect a Special Use is not a Permit but only Authorization to apply for a Permit. Changes include “Authorization” replacing “Permit” and added “Authorization” after “Special Use”.
- **New Definition:**
  - o “Amateur Radio” added for clarification. These are not “Communication Equipment” such as antennas for cell towers.



- **Revised Definitions:**

- “Custom Butchering/Meat Curing Processing” the number of turkeys/birds was added to clarify how many can be processed/butchered.
  - “Mobile Home, Rehabilitated” as only the AZ Dept of Fire, Building and Life Safety is only authorized to certify the rehabilitation of a mobile home.
  - “Recreational Facilities, Indoor and/or Outdoor”, all sections throughout regulations revised by rearranging verbiage, putting “Recreational Facilities” in front of “Indoor and/or Outdoor” as written in the definition.
  - “Residential Care Home and Institution”, decreased the number of persons to be cared for to comply with the 2012 International Building Code (IBC); from 10 to 6.
  - “Retail Sales/Rentals”, verbiage added to the definition from “Retail Sales/Rental” uses throughout regulations for consistency.
  - “Site Area, Minimum”, added language to clarify property given for benefit of the public such as State Highway or Multi-Use Paths would be included in the site area.
  - “Wind Energy System”, added language to clarify these have density limits.
  - “Winery Tasting Room”, added if principal winery is exempt; the tasting room shall be exempt as well.
- The word “calendar” has been added to all references to “days” in the entire regulations for clarification.

**Article 6, Rural Zoning Districts, Section 606**

**Article 7, Residential Zoning Districts, Section 706**

**Article 17, Administration, Section 1704**

- Fence height revised from six feet up to seven feet before requiring a permit; to be equivalent to the 2012 IRC.

**Article 6, Rural Zoning Districts, Section 604.03**

**Article 7, Residential Zoning Districts, Sections 703.04**

**Article 8, Single-Household/Manufactured Home Res. Zoning Dist, Sections 804.03**

**Article 9, Single-Household Residential Zoning Districts, Sections 904.03**

**Article 10, Multiple-Household Residential Zoning Districts, Section 1004.03**

**Article 11, Neighborhood Business Zoning District, Sections 1103.03**

**Article 12, General Business Zoning District, Section 1203.02**

**Article 13, Light Industry Zoning District, Section 1303.02**

**Article 14, Heavy Industry Zoning District, Section 1403.02**

- “Special Use setback language” Verbiage deleted throughout Z-Reg’s: Special Use requests often have existing structures and the impacts are normally the same as a structure with no Special Use. The Commission has consistently approved modifications for setbacks to allow structures to remain in place.

**Article 7, Residential Zoning Districts, Sections 703.09 and 707.15**

**Article 8, Single-Household/Manufactured Home Res. Zoning Dist, Sections 803.09 and 806.14**

**Article 9, Single-Household Residential Zoning Districts, Sections 903.08 and 906.14**

**Article 10, Multiple-Household Residential Zoning Districts, Section 1006.11**

**Article 11, Neighborhood Business Zoning District, Sections 1106.17**

**Article 12, General Business Zoning District, Section 1205.15**

**Article 13, Light Industry Zoning District, Section 1305.07**

**Article 14, Heavy Industry Zoning District, Section 1405.05**

**Article 15, Planned Development Districts, Section 1502.51**

- “Unlighted” verbiage removed from permitted uses since it would be a Special Use if illuminated

and non-compliant with the light pollution regulations, and “Lighted Outdoor Recreational Facilities” deleted since all zoning districts allow as Special Uses which would include “Lighted or Unlighted”.

#### **Article 10, Multiple-Household Residential Zoning Districts**

- **Section 1002.02**, added “MH-18” as it was eliminated in error sometime in the 1980’s. We currently have three parcels in the county with this Zoning.
- **Section 1003.06**, added “Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guest only”, this was the only residential zoning district not allowing this use to be approved as part of a subdivision review.

#### **Article 12, General Business Zoning District**

- **Section 1205.22**, added “Custom Butchering/Meat Curing/Processing with less than a 100-foot minimum setback.”, if over 100’ it is a permitted use.

#### **Article 13, Light Industry Zoning District**

- **Section 1305.04**, deleted “Slaughterhouse/Meat Packing Plants” as it is a duplicate, see section 1305.19.
- **Section 1302.46**, Solar Energy Power Plants, moved to Permitted Uses from Special Uses.

#### **Article 14, Heavy Industry Zoning District**

- **Section 1402.32**, deleted “Commercial Feedlots with 300-foot minimum setback” as it is a duplicate, see section 1402.11.
- **Section 1402.36, “Recreation Facilities, Indoor and/or Outdoor”**, moved here to Permitted Uses from Special Uses.
- **Section 1402.37, Solar Energy Power Plants**, moved to Permitted Uses from Special Uses.

#### **Article 16 – Light Pollution: Changes include the following:**

- **1602.03 Applicability**, added a date to give applicants a specific date instead of “effective date of this provision.
- **1602.04 Special Use Authorization Requirements**, moved the language from 1610.01 and .02 and inserted here to have all requirements for Special Uses in one section.
- **1603 Definitions**, revised “Sign, Digital”, to clarify it is unshielded and deleted animated and flashing since they are not allowed.
- **1607.04 Curfew**, deleted language regarding internally illuminated signs with an opaque background....it was leftover from previous revision, it should have been deleted previously.

#### **Article 17, Administration**

- **Section 1704, List of Exemptions for Single Family Residential Dwellings Only**
  - 1704.F – added “like for like or repairing” to clarify.
  - 1704.N – revised six to seven to be equivalent to the 2012 IRC.
  - 1704.V – added “Satellite dishes and residential antennas for wireless communications such as home internet service.
- **Section 1705, Application for Building/Use Permit, 1705.08.L**, added “Sight Triangle” to items required on a site plan for non-residential permits.
- **Section 1714, Building Use Permit Fee, 1714.02**, revised language to conform to current process, only for qualifying Rural Residential Owner-Builder Amendments.
- **Section 1715, Lot Development Administrative Modifications, 1715.01**, deleted “building code standards” as these cannot be modified.
- **Section 1716, Special Uses, 1716.03**, added language to allow the County Zoning Inspector to revoke a Special Use Authorization that has not met its conditions within the specified time without

taking back to the Commission.

- **Section 1717, Procedures for Issuing Permits for Accessory Living Quarter, 1717.05**, language allowing a Special Use if ALQ was larger than allowed deleted as this is no longer applicable.
- **Section 1720, Temporary Uses (requiring no permit), 1720.04**, added “Recycling Drop-Off Receptacles”.

## **Article 18, Site Development Standards**

- **Section’s 1804 and 1807, Off-Street Parking and Loading**, revised to clarify improvements are required per the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements not the County Engineer.
- **Section 1813.01, Communication Facilities**, the entire “Co-location” section was deleted and replaced with “Existing Towers” as it seems the reports are excessive requirements and from the reports we have received we were unable to verify if the information was valid or not.
- **Section 1813.04.A, Communication Facilities -Setbacks**, entire section deleted to require all new towers be setback to meet the “fall zone”.
- **1821.06, Wind Energy Systems**, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.
- **1822.02, Wind Energy Power Plants, Setbacks**, new language added to require Wind Turbines be setback a minimum of 1000-feet to any existing residence.
- **Section 1822.04, Wind Energy Power Plants, Construction**, deleted construction information and replaced with “noise” restrictions to be consistent with Wind Energy Systems.
- **Section 1823.02, Solar Energy Systems, Parcel Size**, deleted “Parcel Size” as verbiage is unnecessary as Solar Energy Systems are accessory to permitted uses that meet site development standards.
- **Section 1823.06, Solar Energy Systems, Construction**, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements and National Electric Code language is in the adopted International Building Code.
- **Section 1824, Solar Energy Power Plants**, language deleted and revised to allow as Permitted Uses in LI and HI and as Special Uses in RU and GB in all Growth Categories.
- **Section 1824.01, Solar Energy Power Plants, Parcel Size**, language deleted as Solar Power Plants should meet the minimum parcel requirement of the zoning district in which it is located.
- **Section 1824.05, Solar Energy Power Plants, Construction**, language, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.

## **Article 19, Sign Code**

- **Section 1907.02, Digital Signs**, added “one per site” to clarify how many digital signs are allowed per site, changed light fixture to sign for setbacks for digital signs; and revised, change in copy for digital signs to four seconds from five minutes, this is the industry standard.
- **Section 1908.07, Directory Sign**, should have been revised with update in 2013, added RU-4 and permissible sizes.

**Article 20, Exemptions, Exceptions and Nonconformances, Section 2002.03**, Revised height exceptions to reflect Wind Energy Power Plants are exempt from height, not the Wind Energy Systems.

## **III. SUMMARY AND RECOMMENDATION**

Staff previously indicated that minor edits and corrections would be addressed in a timely manner. The updates and edits included in these proposed text amendments clarify and simplify the existing zoning regulations. Staff is requesting that the Board consider approving the changes as presented.

Sample Motion: *Chairman Supervisor, I move to approve Docket 16-01 as proposed.*

## **IV. ATTACHMENTS**

A. Exhibit A (proposed revisions to the Zoning Regulations)

**Department's Next Steps (if approved):**

If the Board of Supervisors adopts Zoning Ordinance 16-02 Staff will update the Zoning Regulations.

**Impact of NOT Approving/Alternatives:**

The Cochise County Zoning Regulations would not be updated.

**To BOS Staff: Document Disposition/Follow-Up:**

Please send one signed and recorded copy of the Zoning Ordinance to the Planning Department.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds****1:****Fund Transfers****Attachments**

Zoning Ordinance

Staff Memo

Exhibit A\_Draft

Power Point

---

**ZONING ORDINANCE 16- \_\_\_\_**  
**(Docket R-16-01)**

**AMENDING SECTIONS OF THE COCHISE COUNTY ZONING  
REGULATIONS AS AN UPDATE TO THE 2016 VERSION OF THE  
ZONING REGULATIONS**

**WHEREAS**, A.R.S. § 11-801 et. seq. give the County Board of Supervisors the authority to adopt Zoning Regulations to address land use; and

**WHEREAS**, Cochise County has adopted Zoning Regulations as permitted by law; and

**WHEREAS**, Zoning Regulations were originally adopted in Cochise County by the County Board of Supervisors in 1975 with major revisions adopted in 1984, 1999, 2008, and 2013, in addition to other separate revisions; and

**WHEREAS**, the Planning and Zoning Commission held a duly noticed public hearing of these proposed amendments to the Zoning Regulations, and recommended approval of the amendments set forth in redline on Exhibit A hereto; and

**WHEREAS**, the Board of Supervisors held a duly noticed public hearing of these proposed amendments to the Zoning Regulations; and

**WHEREAS**, the intent is to propose a number of revisions to the current version of the Cochise County Zoning Regulations to simplify, clarify, and bring the regulations into conformance with revisions in the Cochise County Comprehensive Plan,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Cochise County, Arizona that the Cochise County Zoning Regulations shall be amended as contained in Exhibit A:

**ZONING ORDINANCE 16-\_\_**

**Re: Amending Sections Of The Cochise County Zoning Regulations As  
An Update To The 2016 Version Of The Zoning Regulations  
(Docket R-14-08)**

**Page 2**

[See Exhibit "A" attached.]

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this 26<sup>th</sup> day of July, 2016.

---


Richard Searle, Chair  
Cochise County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

---

Arlethe G. Rios,  
Clerk of the Board



---

Britt W. Hanson,  
Chief Civil Deputy County Attorney

**ZONING ORDINANCE 16-\_\_\_\_**

**Re: Amending Sections Of The Cochise County Zoning Regulations As An Update To  
The 2013 Version Of The Zoning Regulations (Docket R-14-08)**

**EXHIBIT "A"**



**Cochise County**  
**Community Development**  
**Planning, Zoning and Building Safety Division**  
*Public Programs...Personal Service*  
[www.cochise.az.gov](http://www.cochise.az.gov)

## INTEROFFICE MEMO

To: Board of Supervisors  
Through: James E Vlahovich, County Administrator  
From: Dora V Flores, Zoning Administrator  
For: Paul Esparza, AICP, Planning Director  
Subject: Docket R-16-01 (Zoning Regulations Update)  
Date: July 20, 2016

### I. PLANNING AND ZONING COMMISSION

On Wednesday, May 11, 2016, the Planning and Zoning Commission voted 6-0 unanimously to forward this Docket to the Board of Supervisors with a recommendation of approval. One July 12, 2016 a work session was held with the Board of Supervisors to review the proposed amendments.

### II. BACKGROUND AND PROPOSED CHANGES

Docket R-16-01 is a resolution that proposes several revisions to the Cochise County Zoning Regulations, last revised and adopted on December 2<sup>nd</sup> of 2014 (Zoning Ordinance 14-10). Section 102.A.8 of the Cochise County Comprehensive Plan requires periodic review and updates to the Zoning Regulations to "reduce complexity, contradictions, and unnecessary regulations." The overall intent of the proposed revisions is to simplify and clarify the existing regulations. These proposed changes reflect the spirit of addressing issues in a timely manner and incorporates recent changes from the State of Arizona Department of Fire, Building and Life Safety, as well as clerical edits and amendments stemming from suggestions and comments received by Staff. A summary listing of the changes as well as the complete draft document (with additions and deletions shown) is included for consideration. The following is a brief review of the changes Staff is proposing:

#### Article 2, Definitions

- Verbiage revised throughout Zoning Regulation to reflect a Special Use is not a Permit but only Authorization to apply for a Permit. Changes include "Authorization" replacing "Permit" and added "Authorization" after "Special Use".

#### **Planning, Zoning and Building Safety**

1415 Melody Lane, Building E  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9278 fax  
1-877-777-7958  
[planningandzoning@cochise.az.gov](mailto:planningandzoning@cochise.az.gov)

#### **Highway and Floodplain**

1415 Melody Lane, Building F  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9337 fax  
1-800-752-3745  
[highway@cochise.az.gov](mailto:highway@cochise.az.gov)  
[floodplain@cochise.az.gov](mailto:floodplain@cochise.az.gov)



- New Definition:
  - “Amateur Radio” added for clarification. These are not “Communication Equipment” such as antennas for cell towers.
- Revised Definitions:
  - “Custom Butchering/Meat Curing Processing” the number of turkeys/birds was added to clarify how many can be processed/butchered.
  - “Mobile Home, Rehabilitated” as only the AZ Dept of Fire, Building and Life Safety is only authorized to certify the rehabilitation of a mobile home.
  - “Recreational Facilities, Indoor and/or Outdoor”, all sections throughout regulations revised by rearranging verbiage, putting “Recreational Facilities” in front of “Indoor and/or Outdoor” as written in the definition.
  - “Residential Care Home and Institution”, decreased the number of persons to be cared for to comply with the 2012 International Building Code (IBC); from 10 to 6.
  - “Retail Sales/Rentals”, verbiage added to the definition from “Retail Sales/Rental” uses throughout regulations for consistency.
  - “Site Area, Minimum”, added language to clarify property given for benefit of the public such as State Highway or Multi-Use Paths would be included in the site area.
  - “Wind Energy System”, added language to clarify these have density limits.
  - “Winery Tasting Room”, added if principal winery is exempt; the tasting room shall be exempt as well.
- The word “calendar” has been added to all references to “days” in the entire regulations for clarification.

Article 6, Rural Zoning Districts, Section 606

Article 7, Residential Zoning Districts, Section 706

Article 17, Administration, Section 1704

- Fence height revised from six feet up to seven feet before requiring a permit; to be equivalent to the 2012 IRC.

Article 6, Rural Zoning Districts, Section 604.03

Article 7, Residential Zoning Districts, Sections 703.04

Article 8, Single-Household/Manufactured Home Res. Zoning Dist, Sections 804.03

Article 9, Single-Household Residential Zoning Districts, Sections 904.03

Article 10, Multiple-Household Residential Zoning Districts, Section 1004.03

Article 11, Neighborhood Business Zoning District, Sections 1103.03

Article 12, General Business Zoning District, Section 1203.02

Article 13, Light Industry Zoning District, Section 1303.02

Article 14, Heavy Industry Zoning District, Section 1403.02

- “Special Use setback language” Verbiage deleted throughout Z-Reg’s: Special Use requests often have existing structures and the impacts are normally the same as a structure with no Special Use. The Commission has consistently approved modifications for setbacks to allow structures to remain in place.

Article 7, Residential Zoning Districts, Sections 703.09 and 707.15

Article 8, Single-Household/Manufactured Home Res. Zoning Dist, Sections 803.09 and 806.14

Article 9, Single-Household Residential Zoning Districts, Sections 903.08 and 906.14

Article 10, Multiple-Household Residential Zoning Districts, Section 1006.11

Article 11, Neighborhood Business Zoning District, Sections 1106.17

Article 12, General Business Zoning District, Section 1205.15

Article 13, Light Industry Zoning District, Section 1305.07

Article 14, Heavy Industry Zoning District, Section 1405.05

Article 15, Planned Development Districts, Section 1502.51

- “Unlighted” verbiage removed from permitted uses since it would be a Special Use if illuminated and non-compliant with the light pollution regulations, and “Lighted Outdoor Recreational Facilities” deleted since all zoning districts allow as Special Uses which would include “Lighted or Unlighted”.

Article 10, Multiple-Household Residential Zoning Districts

- Section 1002.02, added “MH-18” as it was eliminated in error sometime in the 1980’s. We currently have three parcels in the county with this Zoning.
- Section 1003.06, added “Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guest only”, this was the only residential zoning district not allowing this use to be approved as part of a subdivision review.

Article 12, General Business Zoning District

- Section 1205.22, added “Custom Butchering/Meat Curing/Processing with less than a 100-foot minimum setback.”, if over 100’ it is a permitted use.

Article 13, Light Industry Zoning District

- Section 1305.04, deleted “Slaughterhouse/Meat Packing Plants” as it is a duplicate, see section 1305.19.
- Section 1302.46, Solar Energy Power Plants, moved to Permitted Uses from Special Uses.

Article 14, Heavy Industry Zoning District

- Section 1402.32, deleted “Commercial Feedlots with 300-foot minimum setback” as it is a duplicate, see section 1402.11.
- Section 1402.36, “Recreation Facilities, Indoor and/or Outdoor”, moved here to Permitted Uses from Special Uses.
- Section 1402.37, Solar Energy Power Plants, moved to Permitted Uses from Special Uses.

Article 16 – Light Pollution: Changes include the following:

- 1602.03 Applicability, added a date to give applicants a specific date instead of “effective date of this provision.
- 1602.04 Special Use Authorization Requirements, moved the language from 1610.01 and .02 and inserted here to have all requirements for Special Uses in one section.
- 1603 Definitions, revised “Sign, Digital”, to clarify it is unshielded and deleted animated and flashing since they are not allowed.
- 1607.04 Curfew, deleted language regarding internally illuminated signs with an opaque background....it was leftover from previous revision, it should have been deleted previously.

Article 17, Administration

- Section 1704, List of Exemptions for Single Family Residential Dwellings Only
  - 1704.F – added “like for like or repairing” to clarify.
  - 1704.N – revised six to seven to be equivalent to the 2012 IRC.
  - 1704.V – added “Satellite dishes and residential antennas for wireless communications such as home internet service.
- Section 1705, Application for Building/Use Permit, 1705.08.L, added “Sight Triangle” to items required on a site plan for non-residential permits.
- Section 1714, Building Use Permit Fee, 1714.02, revised language to conform to current process, only for qualifying Rural Residential Owner-Builder Amendments.
- Section 1715, Lot Development Administrative Modifications, 1715.01, deleted “building code standards” as these cannot be modified.
- Section 1716, Special Uses, 1716.03, added language to allow the County Zoning Inspector to revoke a Special Use Authorization that has not met its conditions within the specified time without taking back to the Commission.
- Section 1717, Procedures for Issuing Permits for Accessory Living Quarter, 1717.05, language allowing a Special Use if ALQ was larger than allowed deleted as this is no longer applicable.
- Section 1720, Temporary Uses (requiring no permit), 1720.04, added “Recycling Drop-Off Receptacles”.

#### Article 18, Site Development Standards

- Section’s 1804 and 1807, Off-Street Parking and Loading, revised to clarify improvements are required per the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements not the County Engineer.
- Section 1813.01, Communication Facilities, the entire “Co-location” section was deleted and replaced with “Existing Towers” as it seems the reports are excessive requirements and from the reports we have received we were unable to verify if the information was valid or not.
- Section 1813.04.A, Communication Facilities -Setbacks, entire section deleted to require all new towers be setback to meet the “fall zone”.
- 1821.06, Wind Energy Systems, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.
- 1822.02, Wind Energy Power Plants, Setbacks, new language added to require Wind Turbines be setback a minimum of 1000-feet to any existing residence.
- Section 1822.04, Wind Energy Power Plants, Construction, deleted construction information and replaced with “noise” restrictions to be consistent with Wind Energy Systems.
- Section 1823.02, Solar Energy Systems, Parcel Size, deleted “Parcel Size” as verbiage is unnecessary as Solar Energy Systems are accessory to permitted uses that meet site development standards.
- Section 1823.06, Solar Energy Systems, Construction, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements and National Electric Code language is in the adopted International Building Code.
- Section 1824, Solar Energy Power Plants, language deleted and revised to allow as Permitted Uses in LI and HI and as Special Uses in RU and GB in all Growth Categories.
- Section 1824.01, Solar Energy Power Plants, Parcel Size, language deleted as Solar Power Plants should meet the minimum parcel requirement of the zoning district in which it is located.
- Section 1824.05, Solar Energy Power Plants, Construction, language, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.

#### Article 19, Sign Code

- Section 1907.02, Digital Signs, added “one per site” to clarify how many digital signs are allowed per site, changed light fixture to sign for setbacks for digital signs; and revised, change in copy for digital signs to four seconds from five minutes, this is the industry standard.
- Section 1908.07, Directory Sign, should have been revised with update in 2013, added RU-4 and permissible sizes.

Article 20, Exemptions, Exceptions and Nonconformances, Section 2002.03, Revised height exceptions to reflect Wind Energy Power Plants are exempt from height, not the Wind Energy Systems.

### III. SUMMARY AND RECOMMENDATION

Staff previously indicated that minor edits and corrections would be addressed in a timely manner. The updates and edits included in these proposed text amendments clarify and simplify the existing zoning regulations. Staff is requesting that the Board consider approving the changes as presented.

Sample Motion: Chairman Supervisor, I move to approve Docket 16-01 as proposed.

### IV. ATTACHMENTS

- A. Exhibit A (proposed revisions to the Zoning Regulations)

# EXHIBIT "A" R-16-01 Zoning Regulations Update

## **203 Definitions**

**Accessory Living Quarters** – An attached or detached structure (including detached bedrooms) that is used either as a guesthouse or as quarters for the ill, elderly or disabled, or their caretaker(s). Accessory Living Quarters must be incidental and subordinate in size (including all garages, porches, etc), impact, and purpose to a principal dwelling.

Detached Accessory Living Quarters are limited to one kitchen per unit.

Except for parcels zoned Rural, in the absence of a Special Use Authorization, the Accessory Living Quarters shall not have a separate address or separate utility meters. In the absence of a Special Use Authorization, the Accessory Living Quarters shall not be rented separately from the main residence, nor used for commercial purposes other than a Home Occupation.

There shall be no more than one Accessory Living Quarters per lot or parcel. Recreational vehicles, other than park models, shall not be permitted as Accessory Living Quarters in any Zoning District. Manufactured homes, rehabilitated mobile homes, and park models may be permitted as Accessory Living Quarters in those Zoning Districts that allow mobile homes and manufactured homes as permitted structures.

**Amateur Radio** - Also called "Ham Radio", the radio facilities and use of designated radio frequencies operated for noncommercial purposes by individuals for the purpose of self-training, intercommunication and technical investigations carried out by amateurs, that is, duly authorized persons interested in radio technique solely with a personal aim and without pecuniary interest licensed by the Federal Communications Commission (FCC). This is not considered Communication Equipment.

**Animal Husbandry Services** - Facilities, including kennels, related to the care, raising, boarding, and breeding of animals.

**Building Permit** - A permit granted to a property owner by the County Zoning Inspector to use, establish, construct, alter, or enlarge any portion of a building or structure as permitted by the adopted building and zoning codes and as allowed pursuant to the approval of a Special Use Authorization.

**Communication Equipment** - A facility or shelter used for housing equipment for switching, processing, transmission and/or reception of Federal Communications Commission (FCC) licensed wireless communications services involving the use of an antenna array, connection cables, and equipment shelters.

**Conforming Use** - A use of land which is permitted or approved as a Special Use Authorization in the Zoning District in which it is situated.

**Cultural, Historic and/or Nature Exhibits** - Activities which include, but are not limited to libraries, museums, art galleries, planetariums, aquariums, botanical gardens, arboretums, zoos, and historic sites.

**Custom Butchering/Meat Curing/Processing** – The cutting, curing, and processing of meat, to include on-site butchering, operating under the Arizona Department of Agriculture slaughter license for more than 45-head and not to exceed 150-head of cattle and more than 45-head and not to exceed 160-head of sheep, goats, or swine and also for not more than two-hundred-fifty turkeys, or not more than an equivalent number of birds of all species with four-birds of other species being deemed equivalent of one-turkey in one-calendar year.

**Guest Lodging** – A building or group of buildings furnishing rooms or an area for accommodation for overnight or short term lodging such as a hotel or motel, resorts, guest ranches, group camps, and campgrounds and may include recreational facilities, restaurants, meeting rooms or similar facilities. This definition does not include Recreational Vehicle Parks or Bed and Breakfast land uses.

**Home Occupation** - An activity carried on by the occupant of a dwelling as a secondary use, including personal and professional services, subject to the following limitations:

- G. There shall be allowed one on-site non-illuminated permanent sign not to exceed four-square feet with a maximum height of five-feet and vehicular signs.

## EXHIBIT "A" R-16-01 Zoning Regulations Update

**Mobile Home, Rehabilitated** - A mobile home that has been rehabilitated and certified as such by the Department of Fire Building and Life Safety or that exhibits the approved Rehabilitation Insignia before 2013 or Rehabilitation Certificate as of January 1, 2013 from the Department of Fire Building and Life Safety.

**Recreational Facilities, Indoor and/or Outdoor** - An area designed and equipped for active recreation, sports, or leisure time activities and other customary and similar activities for public or private use, including, but not limited to parks, baseball or softball diamonds, soccer and football fields, tennis courts, and roping and equestrian arenas. This does not include fairgrounds, amusement parks, zoos, or outdoor firearms, skeet, archery or trap-shooting ranges, unlighted facilities which are accessory to a permitted principal use or lighted roping arenas for private use which are allowed as accessory uses to a residential permitted principal use.

**Residential Care Home** - A single-household dwelling licensed by the State which is used to provide housing and supervisory personal or custodial care services to not more than six (6) persons residing on the site. The home is a single-household dwelling for the purposes of all County Zoning Ordinances and shall not be subject to non-residential site development standards, but shall require a Non-Residential permit. A Residential Care Home may include facilities for individuals who require special care for physical, mental, or emotional reasons including, as defined by the State of Arizona, adult care homes, adult foster homes, homes for the elderly, or the disabled and/or adult and juvenile group homes. A Residential Care Home may include a home for juveniles if it meets the criteria of Article 17. This definition does not include an Offender Rehabilitation Facility.

The limitation of six (6) or fewer persons does not include the operator of a Residential Care Home, members of the operator's family or persons employed as staff, except that the total number of all persons living at the Residential Care Home shall not exceed sixteen (16). Only one Residential Care Home is allowed per parcel or site.

**Residential Care Institution** - An operation licensed by the State, which is used to provide housing and supervisory personal or custodial care services to more than six (6) persons residing on the site. A Residential Care Institution may include facilities for individuals who require special care for physical, mental, or emotional reasons including, as defined by the State of Arizona, adult care homes, adult foster homes, homes for the elderly, or the disabled and/or adult and juvenile group homes. A Residential Care Institution may include a home for juveniles that meet the criteria of Article 17. This definition does not include an Offender Rehabilitation Facility.

**Retail Sales/Rentals** - All sales and/or rentals, indoors and/or outdoors, of products for their final consumers. May include light manufacturing or assembling incidental to retail sales from the premises provided that not more than forty-percent of the floor area occupied by such business is used for manufacturing, baking, processing, assembling, treatment, installation, and repair of products. May include outdoor accessory storage of materials, merchandise, supplies and/or equipment with required screening if applicable.

**Site** - All actual land used, developed, intended to be developed or occupied for a use or group of uses, to include its buildings, structures, storage and service areas, streets, driveways, and any required setbacks around the perimeter of such land. In most cases, a site will be a single lot or parcel of record; however, a site may also be a portion of a lot or parcel, or even an aggregation of contiguous lots or parcels, whether under single or multiple ownership

**Site Area, Minimum** - The minimum area of a site upon which a specific use(s) may be permitted. Easements may be included in the calculation of the minimum site area. Property that is transferred in fee simple to the public or to the County, as necessary to perfect adequate right-of-way for those roadways depicted on the Cochise County Maintained Road System Map, or right-of-way acquired by the County, or another public entity for some other public purpose, may also be included in the calculation of the minimum site area. A permit may be issued if the minimum site area deficiency can be attributed to surveyor error as denoted in the table below.

**Solar Energy Power Plant** - A Non-Residential, utility-scale Solar Energy System, the purpose of which is to supply solar-generated electricity to off-site consumers. Accessory structures may include buildings, substations and associated electrical infrastructure. The term does not include stand-alone, Solar Energy Systems for on-site use.

**Welfare and/or Charitable Services** - Services operated by public agencies or private associations for the benefit of the disadvantaged, or for mental, behavioral, medical, or protective assistance for the public benefit. This may include a non-supervisory, non-custodial, residential component.

**Wind Energy Power Plant** - A Non-Residential, utility-scale Wind Energy System, the primary purpose of which is to supply electricity to off-site consumers, consisting of a network of Wind Turbines and accessory structures and buildings,

## EXHIBIT "A" R-16-01 Zoning Regulations Update

including substations, anemometers, and associated electrical infrastructure. The term does not include stand-alone, Wind Energy Systems for on-site use which feed residual power into the electrical grid, as defined by the Arizona Corporation Commission.

**Wind Energy System** - A system which uses one or more wind turbines, batteries, power inverters and other associated components to convert the kinetic energy of the wind into electricity for use by consumers. Wind Energy Systems consisting of one or more Wind Turbines may provide power to one or more principal uses, well pumps, or accessory structures on the same parcel on which they are sited. Wind Energy Systems subject to maximum densities Article 18.

**Winery Tasting Room** – A building or portion thereof, subordinate in size, accessory to, and located on the same site as, a Farm Vineyard, Farm Winery, Small Production Winery or Large Production Winery operation, in which wine may be sampled and/or purchased. If the principal winery is exempt as Agricultural Processing Services, On-Site then the tasting room shall be exempt as well. A Winery Tasting Room may also include incidental retail sales of wine and related products.

### **307 Non-Permitted Uses**

Any use not permitted in a district, either as a permitted use or as a Special Use Authorization, shall be permitted only if it reasonably fits under the generic category of uses and is not otherwise excepted therefrom.

### **402 Declaration**

Plan Designation	Permitted Zoning Districts
Neighborhood Conservation (NC)	R-36, R-18, R-9,NB, SM-36, SM-18, SM-9, SR-43, SR-22, SR-12, SR-8, MR-1, MR-2
Enterprise (ENT)	NB, GB, LI, HI
Developing (DEV)	RU-2, R-36, R-18, R-9, SM-87 (2-acres), SM-36, SM-18, SM-9, SR-87 (2-acres), SR-43, SR-22, SR-12, SR-8, MR-1, MR-2, NB, GB, LI, HI
Neighborhood Rehabilitation (NR)	Same as NC
Enterprise Redevelopment (ER)	Same as ENT
Rural Residential (RR)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 acres, SM-174 (4-acres), SM-87 (2-acres), SR-36 Acres, SR-18 Acres, SR-10 acres, SR-174 (4-acres), SR-87 (2-acres)
Rural (R)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 acres, SM-174(4-acres), SM-87 (2-acres), SR-36 Acres, SR-18 Acres, SR-10 acres, SR-174 (4-acres), SR-87 (2-acres), HI

### **404.06 Designating Areas as Rural Residential (RR)**

The "Rural Residential" (RR) plan designation is used to describe areas in Category D (Rural) areas with a definite pattern of residential development on larger lots, two-acres or larger in size. Due to the well-established residential character of these areas, Rezonings or Special Use Authorizations to allow for more intensive developments that do not directly serve the residents of these areas are not generally appropriate. Less intensive businesses that serve area residents may be appropriate.

### **407.04**

Before approval of any change to the Comprehensive Plan, the Planning Commission shall hold at least one public hearing thereon, after giving at least 15-calendar days notice by publication once in a newspaper of general circulation in the County seat. In addition, the notice shall be published in a newspaper of general circulation in the area to be affected, or adjacent thereto, if the area affected is other than the County seat. A recommendation of approval by the Planning Commission shall require the affirmative vote of a majority of the members present.

# EXHIBIT "A" R-16-01 Zoning Regulations Update

## **407.06**

Pursuant to Arizona Revised Statutes, 60-calendar days prior to the Board of Supervisors meeting, the Community Development Department shall transmit a formal notice of any major amendment or plan element to:

## **407.07**

After the Planning Commission makes its recommendation on an amendment to the Comprehensive Plan, the application shall be submitted to the Board of Supervisors for its consideration and official action. The Board of Supervisors shall hold one public hearing at which residents of the affected area and other members of the public shall be heard. At least 15-calendar days notice of the hearing shall be given by publication once in a newspaper of general circulation in the County seat. The Board shall consider protests and objections to the plan. The Board may adopt the plan as presented, impose conditions or modifications, or reject it in whole or in part. All proposed major amendments, as defined previously (Section 405), for a given calendar year shall be presented to the Board of Supervisors, with the recommendations from the Planning Commission, at a single public hearing, to be held during the last quarter of each calendar year. Applications for major amendments will only be accepted from the first business day in January to the last business day of August in order to allow for proper public notice, analysis, and deliberation at this hearing.

**603.05** Veterinary Clinics and/or Animal Hospitals (enclosed building).

**603.15** Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guests only

**603.18** Agricultural-Processing with a 300-foot minimum setback.

## **604.03 Setbacks, Principal and Accessory Structures/Uses**

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

<b>District</b>	<b>Setback*</b>
RU-36	20-feet
RU-18	20-feet
RU-10	20-feet
RU-4	20-feet
RU-2	20-feet

\* The minimum required setbacks for accessory structures no larger than 200-square feet is 10-feet.

## **605 Permitted Accessory Uses**

Accessory uses are permitted in RU Zoning Districts provided they are customarily incidental to an established permitted principal use. Accessory structures may exceed the size of the principal structure, unless otherwise stated, provided that all other site development standards are met. For residential uses, the following additional accessory uses and buildings shall be permitted:

**605.03** One Accessory Living Quarter, subject to the definition in Article 2 and the procedures in Article 17.

## **606 Other Permitted Uses**

The following rural uses will be allowed without the establishment of a permitted principal use:

**606.01** Solid fences or walls seven-feet in height or less. Setbacks do not apply; no permit required unless greater than three feet in height on a corner lot (informational permit required).

**607.06** Veterinary Clinics and/or Animal Hospitals.

**607.08** Recreational Facilities, Indoor and/or Outdoor.



# EXHIBIT "A" R-16-01 Zoning Regulations Update

**607.23** Retail Sales/Rentals.

**607.38** Golf Courses, subject to the site development standards in Article 18.

**607.39** Agricultural-Processing with less than a 300-foot minimum setback.

**607.49** Wind Energy Power Plants in Category D Areas only, subject to site development standards in Article 18.

**607.52** Solar Energy Power Plants, subject to site development standards in Article 18.

**703.09** Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guests only.

## **704.03 Setbacks, Principal and Accessory Structures/Uses**

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

<b>District</b>	<b>Setback*</b>
R-36	20-feet
R-18	20-feet
R-9	10-feet

\* The minimum required setbacks for accessory structures no larger than 200-square feet are half that of the Zoning District in which it is located.

## **706 Other Permitted Uses**

The following uses will be allowed without the establishment of a permitted principal use on parcels four-acres or larger:

**706.03** Solid fences or walls seven- feet in height or less. Setbacks do not apply; no permit required, except if greater than three-feet in height on a corner lot (informational permit required).

**707.02** Day Care Facilities or Establishments.

**707.12** Golf Courses, subject to the site development standards in Article 18.

**707.13** Recreational Facilities, Indoor and/or Outdoor.

**707.15** Veterinary Clinics and/or Animal Hospitals.

**707.16** Animal Husbandry Services.

**707.17** Contract Construction Services in R-36 only.

**707.18** Manufacturing, Wholesaling, Warehousing, Distribution, and/or Storage of Agriculture-Related Products in R-36 only.

**707.19** Repair Services, Light, not to exceed 2,500-square feet of floor area.

**707.20** Group Quarters.

**707.21** Commercial Plant Nurseries.

**707.22** Mini-Warehouses.

# EXHIBIT "A" R-16-01 Zoning Regulations Update

**707.23** Farmers Markets.

**803.09** Recreational Facilities, Indoor and/or Outdoor approved as part of a subdivision review process for subdivision residents and guests only.

## **804.01 Minimum Site Area and Maximum Density**

District	Minimum Site Area	Maximum Density
SM-36 Acres	36-acres	One dwelling unit per 36-acres
SM-18 Acres	18-acres	One dwelling unit per 18-acres
SM-10 Acres	10-acres	One dwelling unit per 10-acres
SM-174 (4-acres)	174,240-square feet (4-acres)	One dwelling unit per 174,240-square feet (4-acres)
SM-87 (2-acres)	87,120-square feet (2-acres)	One dwelling unit per 87,120-square feet (2-acres)
SM-36	36,000-square feet	One dwelling unit per 36,000-square feet
SM-18	18,000-square feet	One dwelling unit per 18,000-square feet
SM-9	9,000-square feet	One dwelling unit per 9,000-square feet

## **804.02 Maximum Height**

Principal structure	30-feet above grade
Accessory structure	20-feet above grade
Wall or fence	8-feet above grade

## **804.03 Setbacks, Principal and Accessory Structures/Uses**

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

District	Setback*
SM-36 Acres, SM-18 Acres, SM-10 Acres	20-feet
SM-174 (4-acres), SM-87 (2-acres), SM-36, SM-18	20-feet
SM-9	10-feet

\* The minimum required setbacks for accessory structures no larger than 200-square feet are half that of the Zoning District in which it is located.

## **804.04 Maximum Site Coverage**

District	Maximum Site Coverage
SM-36 Acres, SM-18 Acres, SM-10 Acres	25%
SM-174 (4-acres), SM-87 (2-acres)	25%
SM-36, SM-18, SM-9	65%

**806.06** Golf Courses, subject to the site development standards in Article 18.

**806.07** Recreational Facilities, Indoor and/or Outdoor.

**806.14** Animal Husbandry Services.

**806.15** Farmers Markets.

**806.16** Commercial Plant Nurseries.

# EXHIBIT "A" R-16-01 Zoning Regulations Update

## **902.06** SR-43

**903.01** All Single-Household Dwellings (Site Built and Factory Built Buildings), excluding Manufactured Homes and Rehabilitated Mobile Homes.

**903.08** Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guests only.

## **904.01 Minimum Site Area and Maximum Density**

The minimum site area and maximum density are as follows:

District	Minimum Site Area	Maximum Density
SR-36 Acres	36-acres	One dwelling unit per 36-acres
SR-18 Acres	18-acres	One dwelling unit per 18-acres
SR-10 Acres	10-acres	One dwelling unit per 10-acres
SR-174 (4 acres)	4-acres	One dwelling unit per 4-acres
SR-87 (2 acres)	2-acres	One dwelling unit per 2-acres
SR-43	43,560-square feet	One dwelling unit per 43,560-square feet
SR-22	22,000-square feet	One dwelling unit per 22,000-square feet
SR-12	12,000-square feet	One dwelling unit per 12,000-square feet
SR-8	8,000-square feet	One dwelling unit per 8,000-square feet

## **904.03 Setbacks, Principal and Accessory Structures/Uses**

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

District	Setback*
SR-36 Acres, SR- 18 Acres, SR-10 Acres	20-feet
SR-174 (4 acres), SR-87 (2 acres), SR-43, SR-22	20-feet
SR-12, SR-8	10-feet

\* The minimum required setbacks for accessory structures no larger than 200-square feet are half that of the Zoning District in which it is located.

**906.02** Day Care Facilities or Establishments.

**906.07** Golf Courses, subject to the site development standards in Article 18.

**906.08** Recreational Facilities, Indoor and/or Outdoor.

**906.14** Animal Husbandry Services.

**906.15** Commercial Plant Nurseries.

**906.16** Farmers Markets.

## **1002 Division of MR Zoning Districts**

The MR (Multiple-Household Residential) Zoning District shall be further divided into the following density districts, which are so designated on the Official Zoning District Map, and subject to the regulations herein:

**1002.01** MR-1

# EXHIBIT "A" R-16-01 Zoning Regulations Update

## **1002.02 MR-2**

Existing MR-A, MR-B, and MR-C Zoning Districts shall be subject to the requirements of the MR-1 Zoning District. Existing MH-72, MH-54, MH-36, and MH-18 Zoning Districts shall be subject to the requirements of the MR-2 Zoning District. See Section 1004.01 for minimum site areas and maximum density.

**1003.06** Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guests only.

## **1004 Site Development Standards**

All uses permitted in MR Zoning Districts shall conform to the following minimum site development standards in addition to the provisions of Article 18:

### **1004.01 Minimum Site Area and Maximum Density**

<b>District</b>	<b>Minimum Site Area</b>	<b>Maximum Density</b>
MR-1	3,600-square feet	One dwelling unit per 3,600-square feet
MR-2	3,600-square feet	One dwelling unit per 3,600-square feet
<b>Previously</b>	<b>Minimum Site Area</b>	<b>Maximum Density</b>
MH-18	1,800-square feet	One dwelling unit per 1,800-square feet
MH-36	3,600-square feet	One dwelling unit per 3,600-square feet
MH-54	5,400-square feet	One dwelling unit per 5,400-square feet
MH-72	7,200-square feet	One dwelling unit per 7,200-square feet

### **1004.03 Setbacks, Principal and Accessory Structures/Uses**

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

- A. For those MR Zoning Districts which abut MR, NB, GB, LI, HI, or PD Zoning Districts, the setback shall be a minimum of 7.5-feet. Zero lot lines between townhouses or condominiums within an approved subdivision shall be permitted.
- B. For those MR Zoning Districts which abut RU, R, SM, or SR Zoning Districts, the setback shall be a minimum of 20-feet. Zero lot lines between townhouses or condominiums within an approved subdivision shall be permitted.

**1006.06** Recreational Facilities, Indoor and/or Outdoor.

**1006.08** Golf Courses, subject to the site development standards in Article 18.

**1006.11** Personal and Professional Services.

**1006.12** Residential Care Institutions.

**1006.13** Health Clinics.

**1006.14** Day Care Facilities or Establishments.

**1006.15** Farmers Markets.

**1102.11** Recreational Facilities, Indoor and/or Outdoor, not to exceed 2,500-square feet of floor or recreation area.

**1102.12** Retail Sales/Rentals not to exceed 2,500-square feet of floor area.

### **1103.03 Setbacks, Principal and Accessory Structures/Uses**

# EXHIBIT "A" R-16-01 Zoning Regulations Update

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/ use, whichever is closer. The minimum required setbacks for permitted uses shall be 20-feet.

**1104.05** Wind Energy Systems, subject to site development standards in Article 18.

**1104.06** Solar Energy Systems, subject to site development standards in Article 18.

**1106.07** Retail Sales/Rentals exceeding 2,500-square feet of floor area.

**1106.09** Recreational Facilities, Indoor and/or Outdoor, exceeding 2,500-square feet of floor area..

**1106.11** Golf Courses, subject to the site development standards in Article 18.

**1106.17** Animal Husbandry Services.

**1106.18** Mini-Warehouses.

**1106.19** Commercial Plant Nurseries.

**1202.05** Day Care Facilities or Establishments.

**1202.19** Recreational Facilities, Indoor and/or Outdoor.

**1202.26** Retail Sales/Rentals.

**1202.31** Parking Lot, Commercial.

**1202.35** Custom Butchering/Meat Curing/Processing with a 100-foot minimum setback.

**1202.42** Car Wash.

## **1203.02 Setbacks, Principal and Accessory Structures/Uses**

The minimum setback shall be measured from the closest point on the property line or the edge of the road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

- A. For those GB Zoning Districts which abut LI, HI, GB, or NB or PD Zoning Districts, the setback shall be a minimum of 5-feet, except that the structure/use shall maintain a setback of 20-feet from any road travelway and any other setbacks required by building codes. Zero lot lines between townhouses or condominiums within an approved subdivision shall be permitted.

The minimum required setbacks for Special Use Authorizations shall be 10-feet.

- B. For those GB Zoning Districts which abut RU, R, SR, SM, or MR Zoning Districts the setback shall be a minimum of 40-feet and 20-feet from any road travelway. Zero lot lines between townhouses or condominiums within an approved subdivision shall be permitted.

**1205.05** Motion Picture Production Sites/Studios.

**1205.15** Golf Courses, subject to the site development standards in Article 18.

**1205.16** Solar Energy Power Plants, subject to site development standards in Article 18.

**1205.17** Wind Energy Power Plants, subject to site development standards in Article 18.

# EXHIBIT "A" R-16-01 Zoning Regulations Update

**1205.18** Medical Marijuana Cultivation Facility, subject to site development standards in Article 18.

**1205.19** Medical Marijuana Dispensary, subject to site development standards in Article 18.

**1205.20** Medical Marijuana Dispensary Cultivation Facility, subject to site development standards in Article 18.

**1205.21** Medical Marijuana Infusion Facility, subject to site development standards in Article 18.

**1205.22** Custom Butchering/Meat Curing/Processing with less than a 100-foot minimum setback.

**1302.09** Recreational Facilities, Indoor and/or Outdoor.

**1302.12** Retail Sales/Rentals.

**1302.21** Parking Lot, Commercial.

**1302.42** Agricultural-Processing with a 300-foot minimum setback.

**1302.46** Solar Energy Power Plants, subject to site development standards in Article 18.

## **1303.02 Setbacks, Principal and Accessory Structures/Uses**

The minimum setback shall be measured from the closest point on the property line or the edge of the road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

- A. For those LI Zoning Districts which abut LI, HI, GB or PD Zoning Districts, the setback shall be a minimum of 5-feet, except that the structure/use shall maintain a setback of 20-feet from any road travelway and any other setbacks required by building codes.
- B. For those LI Zoning Districts, which abut RU, R, SR, SM, NB or MR Zoning Districts the setback shall be a minimum of 80-feet and 20-feet from any road travelway.

**1305.04** Solid Waste Landfills or Incinerators.

**1305.05** Regional Sewage Treatment Plants.

**1305.06** Electrical Generating Plants.

**1305.07** Airports, Airstrips, Helipads, and/or Heliports.

**1305.08** Wind Energy Power Plants, subject to site development standards in Article 18.

**1305.09** Communications Towers exceeding 199-feet in height, subject to site development standards in Article 18.

**1305.10** Medical Marijuana Cultivation Facility, subject to site development standards in Article 18.

**1305.11** Medical Marijuana Dispensary, subject to site development standards in Article 18.

**1305.12** Medical Marijuana Dispensary Cultivation Facility, subject to site development standards in Article 18.

**1305.13** Medical Marijuana Infusion Facility, subject to site development standards in Article 18.

**1305.14** Commercial Feedlots.

**1305.15** Agricultural-Processing with less than a 300-foot minimum setback.

# EXHIBIT "A" R-16-01 Zoning Regulations Update

**1305.16** Slaughterhouses/Meat Packing Plants with less than a 300-foot minimum setback.

**1402.11** Commercial Feedlots, Stockyards, and/or Livestock Auction Barns with a 300-foot minimum setback.

**1402.13** Agricultural-Processing with a 300-foot minimum setback

**1402.20** Parking Lot Commercial.

**1402.36** Recreation Facilities, Indoor and/or Outdoor.

**1402.37** Solar Energy Power Plants, subject to site development standards in Article 18.

## **1403.02 Setbacks, Principal and Accessory Structures/Uses**

The minimum setback shall be measured from the closest point on the property line or the edge of the road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

- A. For those HI Zoning Districts which abut HI, or LI, or PD Zoning Districts, the setback shall be a minimum of 5-feet, except that the structure/use shall maintain a setback of 20-feet from any road travelway and any other setbacks required by building codes.
- B. For those HI Zoning Districts, which abut RU, R, SR, SM, NB, MR, or GB Zoning Districts the setback shall be a minimum of 100-feet and 20-feet from any road travelway.

**1405.12** Commercial Feedlots, Stockyards, and/or Livestock Auction Barns with less than a 300-foot minimum setback.

**1405.13** Agricultural-Processing with less than a 300-foot minimum setback.

## **ARTICLE 15**

### **PD, PLANNED DEVELOPMENT DISTRICT**

**1502.01** All Single-Household Dwelling units, including Manufactured Homes, excluding Rehabilitated Mobile Homes and Recreational Vehicles.

**1502.04** Manufactured Home Parks, subject to site development standards in Article 18.

**1502.09** Day Care Facilities or Establishments.

**1502.16** Golf Courses, subject to site development standards in Article 18.

**1502.17** Recreational Facilities, Indoor and/or Outdoor.

**1502.18** Retail Sales/Rentals.

**1502.25** Parking Lot, Commercial.

**1502.47** Communications Towers, subject to site development standards in Article 18.

# EXHIBIT "A" R-16-01 Zoning Regulations Update

**1502.51** Anemometers, with temporary use permit not to exceed 3-years.

**1502.52** Wind Energy Systems (as Accessory Uses), subject to site development standards in Article 18.

**1502.53** Animal Husbandry Services.

**1502.54** Solar Energy Systems (as Accessory Uses), subject to site development standards in Article 18.

**1502.55** Solar Energy Power Plants, subject to site development standards in Article 18

**1502.56** Community Gardens.

**1502.57** Hospitals

## **1602.03 Applicability**

### A. New Uses, Buildings and Additions or Modifications:

The requirements of this Article shall apply to any and all new uses and to additions to existing land uses, developments, buildings, or structures.

1. If a major addition occurs on a property with a non-residential use, the entire property shall comply with the requirements of this Article. For purposes of this section, major additions are changes of 50-percent or more in terms of additional dwelling units, gross floor area, or seating capacity, that have occurred either as single or with cumulative additions or modifications which have occurred since March 3, 1982, the effective date of this provision.

## **1602.04 Special Use Authorization Requirements**

Any application or lighting installation not meeting all requirements of this Article, including, but not limited to height, shielding, curfew, or lumen caps shall require a Special Use Authorization pursuant to Article 17. At the time of Special Use Authorization submittal, the proposed lighting system design shall be certified by a knowledgeable Arizona Registered professional or other certified lighting specialist as achieving the minimum illuminance level for the specific activity as recommended by the Illuminating Engineering Society of North America (IESNA) and that the design shall conform to all other applicable provisions of this Article and with aiming angles that permit no greater than five-percent of the light emitted by each fixture to project above the horizontal. The submittal must contain complete specifications, including total lumen/ nit count to meet the requirements of off-site glare and light trespass, as specified in this Article and the Arizona Registered professional or other certified lighting specialist shall provide verification that the correct equipment shall be installed and functioning after installation.

## **1603 Definitions**

**Sign, Digital** - A type of unshielded electronic display that can show programming, menus, information, advertising, and other messages. Digital signs are lighted and utilize technologies such as Liquid Crystal Display (LCD), (Light Emitting Diodes) LED, plasma displays, or projected images to display content.

## **1605.02 Height**

- A. Residential Sites: The overall height of lighting fixtures (including the base) shall not exceed 20-feet above ground level, except for residential sites with a minimum parcel size of four-acres or larger, lighting fixtures which are located 50-feet or more from any property line shall not exceed 30-feet in height (including the base) above ground level.

## **1607.02 Internal Illumination**

- C.



## EXHIBIT "A" R-16-01 Zoning Regulations Update

Digital signs that meet the standards as listed in Article 19 are permitted. Digital signs shall be considered unshielded and restricted to total lumen cap per Table 16.1 of this Article. Applicant must supply documentation indicating maximum nit capability for each segment of a digital sign, and demonstrate ability to meet the total nit cap per Table 16.1 of this Article.

### **1607.03 Other Illuminated Panels**

### **1607.04 Curfew**

- A. Illumination for advertising signs, both externally and internally illuminated, shall be turned off at 11 p.m., or when the business closes, whichever is later. Signs subject to curfews are encouraged to have automatic shut-off timers.

### **1609.01 Requests for Temporary Exemptions**

Any individual as defined herein may submit a written request to the County Zoning Inspector for a "temporary exemption" to the requirements of this Article. Such exemption will be valid for 30-calendar days, renewable at the discretion of the County Zoning Inspector. The request for Temporary Exemption shall contain at least the:

### **1609.02 Appeals for Temporary Exemptions**

The County Zoning Inspector, within 15-calendar days from the date of the properly completed Request for Temporary Exemption, shall approve or reject the Request in writing. If rejected, the individual making the Request shall have the right of appeal to the appropriate Board of Adjustment as any other appeal of the County Zoning Inspector's determinations.

### **1609.03 Private Security Lighting/ Lighting Installed by an Electric Utility**

Non-compliant lighting that was installed in good faith by an electric utility shall be brought into conformance with this Article within 5 years of adoption; however, individual light fixtures which are the subject of a citizen complaint or County enforcement action shall be brought into conformance within 30-calendar days of notification of the property owner.

### **1610.01 Outdoor Recreational Facilities**

- D. Facility lighting shall meet shielding, lumen caps, height limits and all other restrictions of this Article:  
If meeting all requirements is infeasible, pursuant to Section 1602.04 a Special Use Authorization is required.

### **1610.02 Outdoor Display Lots**

Lighting for display lots shall be considered Class 1 (Color Rendition), and shall be in compliance with the following standards:

- C. Display lot lighting shall meet shielding, lumen caps, height limits, and all other restrictions of this Article.  
  
If meeting all requirements is infeasible, pursuant to Section 1602.04 a Special Use Authorization is required.
- D. Curfew: Display lot lighting shall be turned off between 11 p.m. and sunrise or within 30 minutes after closing of the business, whichever is later. Lighting in the display lot after this time shall be considered Class 2 lighting and shall conform to all restrictions of this Article, including the lumen caps in Table 16.1.
- E. Off-site trespass: The facility shall limit off-site trespass to the maximum extent possible and shall not cause light trespass onto residentially zoned or developed properties.

# EXHIBIT "A" R-16-01 Zoning Regulations Update

## **1704 Building/Use Permit Required**

### **\*List Of Exemptions From Permit Requirements For Single Family Residential Dwellings Only**

- F. Replacing like for like or repairing existing plumbing fixtures such as toilet, tub, sink, garbage disposal, water heater, or faucets.
- N. Wood, concrete block or wire fences up to seven-feet high unless on a corner lot. Solid fences or walls greater than three-feet in height on corner lots require an informational permit.
- V. Satellite dishes and residential antennas for wireless communications.

**1705.08** If the application is for a non-residential use or multiple-household use, a minimum of three (3) prints of the site plan shall be submitted, and the following additional applicable information shall also be contained:

- L. Sight Triangle per the requirements of Article 18.
- M. Any other information deemed necessary by the County Zoning Inspector to make a determination of conformance with these Zoning Regulations.
- N. Reduced copy (11" x 17") of the site plan, if the site plan is larger than that.

## **1707 Withholding Building/Use Permits**

If an Applicant fails to provide all of the information required in Section 1705 or fails to satisfy the requirements of Section 1706, the County Zoning Inspector shall withhold approval of the application, and shall provide the Applicant with written notice stating the reason for not approving the application. If a building/use permit cannot be issued by the County Zoning Inspector, the application shall be null and void 120-calendar days after the date of notice.

## **1712 Permits – Manufactured Homes & Rehabilitated Mobile Homes**

A building permit shall be required for the establishment of any individual manufactured home or rehabilitated mobile home on a site, with the exception of unoccupied manufactured or rehabilitated mobile homes used for display purposes on a manufactured/mobile home sales lot. Occupancy of a manufactured or rehabilitated mobile home shall not occur until completion of the final inspection. If the individual manufactured or rehabilitated mobile home is proposed for occupancy, the permit shall include associated installation fees. Permits for such installations shall be valid for a period of 6-months after issuance. If, after this time, the manufactured home or rehabilitated mobile home has not received a favorable, final installation inspection from the County Zoning Inspector, the permit will be null and void. One extension for an additional 6-month period may be granted upon review and approval by the County Zoning Inspector if the Applicant applies for such an extension in writing prior to permit expiration. All extension requests must be in writing and include the parcel number, reason for the request, completion schedule, and applicable extension fee. After one year from the date of initial permit issuance, the permit will be closed. Any work done after that time will require a new permit with all associated fees and requirements. Permit applications for individual manufactured or rehabilitated homes in a manufactured/mobile home park do not require submission of a site plan.

## **1714.02 Combined Permit Fees**

Applications qualifying for Rural Residential Owner-Builder Amendment shall not be subject to separate fees under the Building Safety Code, no separate fee shall be charged for accessory structures, walls and fences, or swimming pools if they are contained on and are a part of an application for a building/ use permit for a principal structure/use.

## **1715.01 Purpose**

- A. To allow flexibility in how some of the site development standards are applied to individual lots, but not to larger developments such as subdivisions.

## EXHIBIT "A" R-16-01 Zoning Regulations Update

- B. To provide flexibility in site development that may be appropriate to facilitate improvements in Neighborhood Rehabilitation (NR) and redevelopment (ER) Enterprise Redevelopment areas.

### **1715.04 Notice to Affected Property Owners**

The County Zoning Inspector shall mail a notice to the surrounding property owners within 300-feet of the subject parcel. The notice shall contain a copy of the application and shall state that all comments concerning the proposed request must be forwarded to the Community Development Department in writing within 15-calendar days from the date the notice was mailed.

### **1715.05 Action on Application**

- A. Based on staff comments and those from the affected property owners, The County Zoning Inspector shall review the proposed development and requested modification(s) of the standard(s) and shall either approve, approve subject to conditions, or deny the application within 7-working days from the end of the 15-calendar day comment period.

### **1716 Special Use Authorizations**

#### **1716.01 Purpose**

In order to give these Zoning Regulations the flexibility necessary to achieve the objectives of each Zoning District, Special Use Authorization approval may be granted for certain types of uses. Applications proposing more than two Special Use Authorizations on one or more parcels, unless considered to be closely related components of a single type of use, may be required, instead, by the County Zoning Inspector, to apply for a Rezoning to an appropriate Zoning District.

Because of their unique characteristics, and often times high potential to adversely impact surrounding properties, Special Use Authorizations may be permitted within the Zoning District only when they can demonstrate that potentially negative off-site impacts have been mitigated.

#### **1716.02 Factors For or Against a Proposed Special Use Authorization**

The Planning Commission, and the Board of Supervisors if the Special Use Authorization request is appealed, shall consider the factors listed below in deciding whether or not to approve a Special Use Authorization request. Compliance or non-compliance with applicable Special Use Authorization factors serves as the basis for analyzing the Special Use Authorization request and determining factors in favor or factors against the Special Use Authorization request. The Special Use Authorization request factors represent policy decisions by the Planning Commission and the Board, reducing uncertainty concerning their probable response to a given request. No set of factors, however, can totally determine the acceptability of all land use proposals. A property owner who adequately demonstrates compliance with the intent of Comprehensive Plan goals and policies may receive approval in spite of non-compliance with any individual factor. Conversely, a determination that unusual circumstances exist or there is significant public protest pertaining to a Special Use Authorization request may result in a denial. Most Special Use Authorizations have both factors in favor and factors against. In a specific Special Use Authorization request, an individual factor may weigh more heavily than other factors. All factors will be analyzed and balanced against other factors when making a recommendation.

Compliance with applicable factors below constitutes factors in favor of the Special Use Authorization request:

- A. Compliance With Duly Adopted Plans

The Special Use Authorization request is consistent with the intent, goals, policies, and/or land use designations of the County Comprehensive Plan, Master Development Plans, area plans, transportation plans, or other land use plans if any have been adopted for the area encompassing the Special Use Authorization request.

- B. Compliance With the Zoning District Purpose Section

## EXHIBIT "A" R-16-01 Zoning Regulations Update

The proposed Special Use Authorization request shall comply with one or more of the purposes stated in the "Purpose" section of the applicable Zoning District and is compatible with existing development.

### D. Traffic Circulation Factors

1. The Special Use Authorization request is consistent with preservation of the functions of surrounding streets as defined in the County Comprehensive Plan.
2. The Special Use Authorization request does not result in the use of any residential street for non-residential through traffic.

### E. Adequate Services and Infrastructure

The following factors are used to determine if there are adequate services and infrastructure to serve the Special Use Authorization request:

1. The Applicant has provided adequate information to evaluate the impacts on roads, other infrastructure, and public facilities. The Applicant must demonstrate that there are adequate provisions to address the impacts identified; the Applicant shall provide data supporting the estimated traffic volume as part of the application.

### F. Significant Site Development Standards

The Special Use Authorization request adequately addresses the significant applicable site development standards, including development in or near a floodplain. The Applicant has requested and adequately justified, in writing, any requests for modifications or waivers from site development standards.

### G. Public Input

If there is major public opposition to a proposed Special Use Authorization request, this may indicate that the technical evaluation regarding compatibility of the use does not concur with the view of local residents and a recommendation of denial may be appropriate. If public concerns have been raised, it is fair to ask if the Applicant has made a reasonable effort to address these concerns through the Citizen Review Process. If there is major public support of a proposed use, this may be a factor in favor of the request.

### H. Hazardous Materials

Impacts from Special Use Authorization requests that may involve hazardous materials have been adequately mitigated.

### I. Water Conservation

The Special Use Authorization request complies with the water conservation policies in the County Comprehensive Plan or any other adopted area plan and/or those described in Article 18.

## **1716.03 Procedures for Issuance of a Special Use Authorization**

- A. The Applicant for a Special Use Authorization request shall participate in an informal pre-application meeting with staff, to provide a general overview of the proposed project, to obtain information as to the issues that will need to be addressed in the formal application and to discuss the proposed process for citizen notification.
- C. The Applicant for a Special Use Authorization request shall file an application for a Special Use Authorization on a form provided by the County Zoning Inspector, a Citizen Review Report in accordance with Article 22, the required fee as provided for in the adopted Planning and Zoning Fee Schedule, and a concept plan, and if not the owner of the site, a letter of permission to apply for the Special Use Authorization. The concept plan shall be submitted and reviewed by the Planning Commission as a means to determine whether the Special Use Authorization request will be able to meet the essential site development standards set forth in these Zoning Regulations. Note: Any anticipated waivers of the site development standards, such as setbacks, screening, etc., must be requested, justified and approved by the Planning Commission prior to building permit issuance. The Concept Plan, at a minimum, shall include:

## EXHIBIT "A" R-16-01 Zoning Regulations Update

1. Other information deemed necessary to effectively review the Special Use Authorization request.
- D. Upon receipt of the completed application, the County Zoning Inspector shall submit it to the Planning Commission for consideration and action. Prior to taking action on approving or denying the Special Use Authorization request, the Planning Commission shall:
  1. Hold at least one public hearing thereon after at least 15-calendar days notice by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed Special Use Authorization request(s).
  2. Send notice by first class mail to each owner of real property, as shown on the most recent available records of the last property tax assessment, located within 1000-feet of the proposed area of the proposed Special Use Authorization request(s), if within Growth Categories A, B, or C, or within 1500-feet, if within a Category D area, and to each County and municipality which is contiguous to the area of the proposed Special Use Authorization request(s). If the Special Use Authorization application proposes an airport, airstrip, firearms range, manufacturing, or storage of hazardous materials as a principal use, feedlot, or electric generation plant, then notification by the Planning Commission of property owners shall extend to one-mile from the subject parcel(s). The notice sent by mail shall include, at a minimum, the date, time and place of the hearing on the proposed Special Use Authorization request(s) including a general explanation of the matter to be considered, a general description of the area of the proposed Special Use Authorization request(s), and how the real property owners within the area may file approvals or protests of the proposed Special Use Authorization request(s).
- E. Site development standards contained in these Zoning Regulations are considered applicable unless modified by the Planning Commission or Board of Supervisors on appeal. Standards may be modified based on a finding that modification of a certain standard will not adversely affect the public health, safety, and general welfare. These standards may be increased or decreased and reasonable requirements imposed as deemed necessary to promote the purpose of these Zoning Regulations, including but not limited to the following:
  10. Time limits for the commencement of construction or a time limit within which the Special Use Authorization shall cease to exist;
- F. If approved by the Planning Commission and no appeal has been submitted within the 15-calendar days appeal period, the Applicant shall return the signed acceptance of conditions and modifications and waiver for diminution of value form within 30- calendar days after approval. However, if the Applicant does not return this form within 30- calendar days after approval, the application for a Special Use Authorization approval shall be deemed null and void. A completed non-residential permit application and site plan meeting the requirements set forth in this Article, in substantial conformance with the approved concept plan and modifications, and accompanied by any additional documentation required by the Planning Commission as a condition of Special Use Authorization approval, shall be submitted within 12-months of approval of the Special Use Authorization or within the time frame otherwise specified by the Planning Commission. At the time of permit submittal, if the Special Use Authorization is not in substantial conformance with the approved concept plan and is not within the general purview of the original notice, then the matter shall be heard at a public hearing before the Planning Commission to modify the plan following the procedures set forth in this Article herein. A non-residential permit must be issued within 18-months of approval by the Planning Commission or within the time frame otherwise specified by the Planning Commission. Upon issuance of a building/use permit, the provisions of this Article regarding the withholding, display, time limit, validity, and misrepresentation of building permits shall be applicable.
- G. Should any other conditions of the Special Use Authorization approval not be met within the time limits specified above or within the time limits specified by the Planning Commission, the Special Use Authorization approval may be revoked by the County Zoning Inspector after 30- calendar days notice to the owner and Applicant, unless a request for an extension is made within this 30- calendar day appeal period. A request for an extension will be subject to the Special Use Authorization modification provisions of this Article.
- H. Should the Special Use Authorization not be in compliance at any time with any of the conditions specified by the Planning Commission and/or the building/use permit, then zoning enforcement action shall be taken to correct the violation(s). Unabated non-compliance may result in the matter being heard at a public

## EXHIBIT "A" R-16-01 Zoning Regulations Update

hearing before the Planning Commission to either modify the Special Use Authorization or to revoke the Special Use Authorization approval.

### **1716.04 Appeal of Special Use Authorization Decisions**

- A. The decision of the Planning Commission is deemed to be final County action on the issue unless that decision is appealed within 15-calendar days following the date of decision. Any appeal shall be submitted for review by the Board of Supervisors at a public hearing to be scheduled within 60- calendar days of receipt of the appeal. An appeal may be filed by the Applicant, by any other person aggrieved in any manner by the decision, or by the County Zoning Inspector, if the Inspector believes an error was made.
- C. Upon receipt of an appeal, the County Zoning Inspector or designee shall compile the record of the proceeding and submit this to the Board of Supervisors with the appeal documents.

The Board shall send to the appellant and the Special Use Authorization Applicant, if they differ, a notice of the designated date of the public hearing. The date of decision shall be not more than 90- calendar days following the submittal of the notice of appeal. Notice of such public hearing shall be given by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed Special Use Authorization(s) at least 15- calendar days prior to this hearing. Notice shall also be sent by first class mail to each owner of real property, as shown on the most recent available records of the last property tax assessment, located within 1000-feet of the proposed area of the proposed Special Use Authorization request(s), if within Growth Categories A, B, or C, or within 1500- feet, if within a Category D area.

- D. Following its deliberations on the date of decision, the Board of Supervisors shall either affirm, reverse or modify the decision of the Planning Commission. The factual and legal basis for the decision shall be specifically stated by the Board. The Clerk shall record the basis for decision and shall provide a copy to the appellant, Special Use Authorization Applicant, and to the Planning Commission.
- E. If the Special Use Authorization request is approved, the County Zoning Inspector shall issue the permit, subject to all applicable conditions; provided, however, that if the Applicant does not accept in writing the conditions within 30- calendar days of approval, the permit shall be deemed null and void.

### **1716.05 Modifications of a Special Use Authorization Approval**

- B. The property owner or Applicant to whom the Special Use Authorization approval was granted may request a modification of the approval in writing to the County Zoning Inspector along with the appropriate fee.
- D. If the requested change is substantial and is not within the general purview of the original notice or approval, then the matter shall be decided at a public hearing before the Planning Commission and notice given in like manner as the original Special Use Authorization request.

### **1717.02 Notification of Surrounding Property Owners**

Prior to issuance of a permit for the Accessory Living Quarter, property owners within 300-feet of the subject property shall be notified by first class mail and given 15- calendar days from the date of mailing of notice to file a written protest with the County Zoning Inspector. Notification shall include the site plan and the procedure and requirements for submitting an appeal. The written protest shall include the name and address of the person submitting the protest and reasons why the application should not be approved. The protested application shall be presented to the Planning Commission for a decision in the same manner as is used for a Special Use Authorization application and all further actions on this application shall proceed in the manner applicable to a Special Use Authorization application.

### **1717.05 Rental**

# EXHIBIT "A" R-16-01 Zoning Regulations Update

Standard long-term rental of Accessory Living Quarters may be submitted to the Planning Commission as a Special Use Authorization application.

## **1717.06 Legal Non-Conforming Lots**

Accessory Living Quarters are a permitted accessory use on substandard legal, non-conforming lots in Zoning Districts that permit Accessory Living Quarters subject to the applicable process.

## **1717.07 Action by the County Zoning Inspector**

A permit for an Accessory Living Quarter may be issued by the County Zoning Inspector if no written protest is received or if the application has been approved by the Planning Commission and/or Board of Supervisors.

## **1719.01 Site Development Standards**

With the exception of the off-street parking requirements for Bed and Breakfast Lodging listed in Article 18, this use shall be considered a single-household dwelling for the purposes of all Community Development Department ordinances and shall not be subject to non-residential site development standards

## **1719.04 Public Participation Process for Issuing Permits for a Bed and Breakfast Inn**

An application shall comply with the following procedures to obtain permits for a Bed and Breakfast Inn in all residential and Rural (RU) Zoning Districts:

### **A. Applications**

Applications for a Bed and Breakfast Inn shall be made on forms supplied by the Community Development Department and shall include all information required for processing a building or use permit, accompanied by the appropriate fee.

### **B. Notification of Surrounding Property Owners**

Prior to issuance of a permit for the Bed and Breakfast Inn, property owners within 1000-feet of the subject property in Category A, B, or C Growth Areas, or 1,500-feet of the subject property in a Category D, Rural Area shall be notified by first class mail and given 15- calendar days from the date of the mailing of notice to file written protest with the County Zoning Inspector. Notification shall include the site plan and the procedure and requirements for submitting an appeal. The written protest shall include the name and address of the person submitting the protest and the reasons why the application should not be approved. The protested application shall be presented to the Planning Commission for a decision in the same manner as is used for a Special Use Authorization application and all further actions on this application shall proceed in the manner applicable to a Special Use Authorization application.

### **C. Action by the County Zoning Inspector**

A permit for a Bed and Breakfast Inn may be issued by the County Zoning Inspector if no written protest is received or if the application has been approved by the Planning Commission and/or Board of Supervisors.

## **1720.03 Particular Temporary Uses Permitted**

### **A. Contractor's Office, Security Dwelling, or Other Temporary Dwelling During Construction of a Building.**

3. Unless such use permit is renewed, such temporary use shall cease and desist upon the expiration of the previously approved building permit, or within 10-calendar days after completion of the construction work, whichever occurs first

### **B. Contractor's Construction Equipment Storage**

3. Unless such use permit is renewed, such temporary use shall cease and desist upon the expiration of the previously approved building permit, or within 10-calendar days after completion of the construction work, whichever occurs first.

# EXHIBIT "A" R-16-01 Zoning Regulations Update

## D. Carnival or Circus

1. Permitted in all Zoning Districts except: SR, SM, R, and MR, and RU in Neighborhood Conservation or Neighborhood Rehabilitation plan designations.
2. Maximum length of permit shall be 15-calendar days.

## E. Christmas Tree Sales

1. Permitted in all Zoning Districts, except: SR, SM, R, MR, and RU districts in Neighborhood Conservation or Neighborhood Rehabilitation plan designations. Christmas tree sales are permitted in Planned Development Districts only in those areas designated on approved plans as neighborhood commercial centers.
2. Maximum length for display and open lot sales of Christmas trees shall be 45- calendar days. Unsold trees shall be removed from the site at the end of the 45- calendar day period.

## F. Events of Public Interest

1. Permitted in all districts.
2. Including, but not limited to, outdoor art and crafts shows and exhibits; farmers markets; outdoor concerts; outdoor revivals; rallies; and outdoor charity events.
3. Maximum length of a temporary use permit on a specific parcel that is not occupied by a community park, community center, or school shall be seven-consecutive days, plus an additional four-calendar days for set-up and dismantling, within any three-month period.
  - a. Hold one public hearing thereon after at least 15-calendar days notice by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed temporary use(s).

### **1720.04 Uses Requiring No Permit**

The following temporary uses shall be permitted in any Zoning District (unless otherwise stated) and require no temporary use permit.

- I. Recycling Drop-Off Receptacle, accessory to an existing permitted non-residential use in a non-residential Zoning District, provided existing parking, loading zones, or driveways are not obstructed.

### **1804.02 Basic Requirement for Off-Street Parking**

- E. Parking areas used for activities operating during hours of darkness shall be lighted and all lighting must comply with Article 16.

### **1804.05 Schedule of Required Off-Street Parking**

#### **EDUCATION/PUBLIC ASSEMBLY**

Grades K-8

1.5-per classroom

Recreational Facilities, Indoor and Outdoor

1-per 5-fixed seats or 1-per 5-persons at expected maximum capacity if seating is unfixed or a combination thereof



# EXHIBIT "A" R-16-01 Zoning Regulations Update

## **1804.06 Restrictions as to Location and Placement of Non-Residential Parking Areas on a Site**

### **E. Access to Parking from an Alley**

Any parking area may use an abutting alley for direct access to parking spaces. Developer may be required to improve the alley to the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements.

## **1807.02 Location and Nature of Access Points to Streets**

2. No use shall take direct permanent access onto an arterial street unless in conformance with the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements.
3. Development of a site should not result in the placement of excessive drives or streets on that site with direct access onto an arterial street. Accordingly:

- a. If the site has more than 500-feet of frontage along an arterial street, it shall be entitled to one access point.

Additional access points may be approved by the County Engineer if the arterial street is County maintained and the additional access points comply with the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements.

- b. If the site contains less than 500-feet of frontage along an arterial street, the property owner or his agent shall be required to enter into a sharing agreement of record with surrounding property owners.

The location or an alternative may be approved by the County Engineer if the arterial street is County maintained and the location or alternative comply with the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements.

## **1811 Outdoor Storage**

### **1811.01 Residential Uses**

#### **2. Construction Materials**

In all areas, construction materials and equipment may be stored temporarily, provided that said materials/equipment are for on-site use pursuant to a current valid building permit. All building or construction materials and equipment shall be removed within 30-calendar days of completion of construction, issuance of a certificate of occupancy (where applicable), or expiration of the building permit, whichever occurs first. Construction debris shall not be permitted to scatter or blow onto another property.

### **1813.01 Existing Towers**

A communication tower in existence prior to the effective date of the 1999 revised Zoning Regulations will not require a Special Use or building permit, if located in an applicable Zoning District.

### **1813.03 Certification**

- A. Affidavits will be provided to show conformance with all Federal Aviation Administration (FAA) requirements with regard to lighting and marking so as not to create a hazard to air navigation.
- B. Affidavits will be provided to show conformance with all Federal Communications Commission (FCC) technical emissions standards and licensing requirements, including radio frequency data.

### **1813.04 Setbacks**

# EXHIBIT "A" R-16-01 Zoning Regulations Update

- A.
- B. Communication facilities must be setback from all parcel boundaries, lease boundaries and rights-of-way a distance equal to at least the height of the tallest structure in the facility, measuring from its base. No setbacks are required between communication facilities located on the same parcel.

## **1813.06 Maximum Height**

In those Zoning Districts where communication towers are a permitted use, the towers shall be limited to the maximum allowable height of the Zoning District unless otherwise noted in that District. There shall be no limit to the requested maximum height of a tower seeking approval through the Special Use Authorization process.

## **1813.08 Removal of Abandoned Communication Facilities**

Any facility that is not operated for a continuous period exceeding twelve months will be considered abandoned, and the owner of such facility will remove the structure(s) within 90-calendar days of receipt of notice from the County Zoning Inspector.

## **1817 Golf Courses**

### **1817.01 Design**

For all new golf courses and additions to existing golf courses, the area of irrigated grasses, the "turf area," used for the greens, fairways, practice areas, borders and all other uses associated with the golf course, shall be limited. The total turf area of the golf course and associated uses shall be limited to an average of five-irrigated acres per golf hole. The maximum usage of water for irrigation purposes from sources other than groundwater (e.g., reclaimed wastewater, harvested rainwater, or an alternative water supply) will be considered as a positive factor towards compliance with water conservation requirements set forth within these Zoning Regulations. The Applicant must address the potential sources and impacts of the proposed use in a water availability report provided by the Applicant and approved by the County as part of the required Special Use Authorization application. Ponds, lakes, artificial watercourses and other types of water hazard areas shall be prohibited unless they are an integral component of the water reclamation or water harvesting being used for irrigation purposes. The golf course design shall reflect the natural topography and drainage ways of the site, and minimize the clearing of native vegetation.

## **1820.02 Protection of Existing Human Burial Sites and Cemeteries**

- e. If the ASM is unable to approve or deny the Applicant's Preservation Plan or is unable to enter into a Burial Agreement with the Applicant within 90-calendar days of their receipt of the proposed Preservation Plan, it shall be deemed by the County Zoning Inspector that the ASM is unable to respond to the Applicant in a timely fashion. In such a case, the County Zoning Inspector shall be authorized by this Section to represent the ASM in all actions described by this Section. The County Zoning Inspector may approve or disapprove of a Preservation Plan and may enter into a Burial Agreement with the property owner. If the County Zoning Inspector does not approve or disapprove in writing of a Preservation Plan within 120-calendar days of submittal of the draft Plan to the ASM, the Plan shall be automatically deemed approved.

### **D. Exception**

If an Applicant seeks to remove or build over the human remains on the property, the Applicant may apply for a Special Use Authorization, per the procedures stipulated in Article 17 of these Zoning Regulations, to allow a Mitigation Plan, approved by ASM or the County Zoning Inspector, that includes the provisions of removal of the human remains or of the "capping", or burial-in-place, of the remains and development adjacent to and/or above the site. The Applicant shall satisfactorily demonstrate to the Planning Commission that such treatment of the resource would provide a more suitable or effective method or means of preserving or honoring the remains.

## EXHIBIT "A" R-16-01 Zoning Regulations Update

4. Burial-in-place. If the Applicant's Mitigation Plan includes burial-in-place, the Planning Commission may grant a Special Use Authorization that would allow the Applicant to build over the human remains site, provided that the Applicant submits, at a minimum, the following:

### **1821 Wind Energy Systems**

The following site development standards shall apply for the permitting, construction and operation of Wind Energy Systems:

#### **1821.01 Zoning Districts**

Wind Energy Systems are permitted as Accessory Uses in all Zoning District, subject to applicable site development standards listed below.

#### **1821.02 Density Limits**

One Wind Turbine shall be permitted on any parcel, or on contiguous parcels under the same ownership, of up to four-acres in size.

Two Wind Turbines shall be permitted on parcels larger than four-acres.

Proposals for more than two Wind Turbines on parcels larger than four-acres shall be allowed by Special Use Authorization only.

Roof-mounted vertical-axis systems featuring more than one Wind Turbine mounted on the same pole (axis) shall be counted as one turbine.

#### **1821.03 Height Limits**

Wind Turbines up to 45-feet in height are allowed as accessory structures on any parcel, provided that all site development standards can be met.

Wind Turbines greater than 45-feet in height shall be allowed as follows: Prior to issuance of a permit for the system, the Applicant shall submit a permit application to County staff, along with the appropriate fees. The County will notify property owners of the permit application. The notification will include a site plan reflecting the height and location of the turbine, and the procedure and requirements for submitting support or protest forms. The procedure for determining which property owners to notify shall be the same as in the Citizen Review process, per Article 22. The County shall provide a 15-calendar day comment period for responses. If the County receives no objection from any notified property owner, the permit application shall proceed in the manner applicable to a permitted accessory use permit application. Any written protest shall include the name and address of the person submitting the protest and reasons why the permit application should not be approved. Any protested permit application shall require Special Use Authorization by the Planning Commission. In such cases, the initial permit application materials submitted by the Applicant, as well as any responses from neighbors, shall serve as the Citizen Review Report for the Special Use Authorization application. If, in response to protesting neighbors, an Applicant decides to redesign the project, the Applicant shall submit a new Citizen Review report, and the permit application shall proceed as a Special Use Authorization application.

#### **1821.04 Setbacks**

Setbacks from all property boundaries and road travel ways for Wind Turbines shall comply with the minimum setback requirements for the respective Zoning District or shall be equal to the height of the structure with turbine blades fully extended for free-standing Wind Turbines, plus 10-feet, whichever is greater.

Setbacks for roof-mounted Wind Turbines shall follow the Zoning District setback requirements or the fully-extended height of the turbine, whichever is greater.

## EXHIBIT "A" R-16-01 Zoning Regulations Update

This site development standard is intended to promote safety and minimize damage to property in the event that a turbine falls; it is not subject to Variances, Administrative or Planning Commission modification.

### **1821.05 Distance Between Structures**

The distance between structures shall be equal to the fully-extended height of the structure, plus 10-feet, for freestanding Wind Turbines. The distance for roof-mounted Wind Turbines shall be equal to the Zoning District minimum structure separation distance or the fully-extended height of the turbine, whichever is greater.

### **1821.06 Noise Impacts**

Noise generated by Wind Energy Systems system shall not exceed fifty-decibels (50 dBA), as measured from the nearest property line, except during short-term events including utility outages and severe wind storms.

### **1821.07 Lighting**

Light fixtures or illumination of any kind shall not be allowed on Wind Energy Systems except as required by the Federal Aviation Administration (FAA).

### **1821.08 Signage**

Signs of any type may not be attached to Wind Energy Systems. This does not include manufacturer's logos which may be part of the system when purchased, or emergency notification information.

## **1822 Wind Energy Power Plants**

Wind Energy Power Plants are constructed primarily for the purpose of providing electricity to off-site consumers, and shall be allowed only in RU (in Category D Growth Areas), GB, LI, or HI Zoning Districts, by Special Use Authorization only. This does not include residual power returning to the grid provided by small scale systems which primarily provide on-site power, subject to Arizona Corporation Commission regulations. Site-specific conditions and/or project scope may require that Applicants provide drainage and soil reports, environmental assessments or environmental impact statements, visual impact analyses, and/or cultural resource assessments with their application.

The following site development standards shall apply for the permitting, construction and operation of Wind Energy Power Plants:

### **1822.01 Height Limits**

Wind Energy Power Plants are exempt from height limits, per Article 20 (Height Exceptions) of the Zoning Regulations.

### **1822.02 Setbacks**

Setbacks from all property boundaries and road travelways for Wind Energy Power Plants shall be equal to the height of the tallest structure with turbine blades fully extended for free-standing Wind Turbines, plus 10-feet.

Wind Turbines, components, and design features and other structures associated with the Wind Turbines must have a minimum setback of 1000-feet to any existing residence.

This site development standard is intended to promote safety and minimize damage to property in the event that a turbine falls; it is not subject to Variances, Administrative or Planning Commission modification.

### **1822.03 Distance Between Structures**

The distance between structures shall be equal to the fully-extended height of the structure, plus 10-feet, for freestanding Wind Turbines.

### **1822.04 Noise Impacts**

## EXHIBIT "A" R-16-01 Zoning Regulations Update

Noise generated by Wind Energy Power Plant systems shall not exceed fifty-decibels (50 dBA), as measured from the nearest property line, except during short-term events including utility outages and severe wind storms.

### **1822.05 Lighting**

Light fixtures or illumination of any kind shall not be allowed on Wind Energy Power Plants except as required by the Federal Aviation Administration (FAA).

### **1822.06 Signage**

Signs of any type may not be attached to Wind Energy Power Plants. This does not include manufacturer's logos which may be part of the system when purchased, or emergency notification information.

### **1823 Solar Energy Systems**

The following site development standards shall apply for the permitting, construction and operation of Solar Energy Systems:

#### **1823.01 Zoning Districts**

Solar Energy Systems are permitted as Accessory Uses in all Zoning Districts subject to applicable site development standards listed below.

#### **1823.02 Height**

Solar Energy Systems are exempt from height limits, per Article 20 (Height Exceptions) of the Zoning Regulations.

#### **1823.03 Setbacks**

Setbacks from all property boundaries and road travel ways for Solar Energy System arrays or pole-mounts shall comply with the minimum setback requirements for the respective Zoning District or shall equal the height of the tallest structure associated with the Solar Energy System, whichever is greater.

#### **1823.04 Distance Between Structures**

There shall be no minimum distance required between Solar Energy System components or design features and other structures on a property.

### **1824 Solar Energy Power Plants**

Solar Energy Power Plants are constructed primarily for the purpose of providing electricity to off-site consumers, and shall be allowed as a Permitted Use in LI and HI and may be permitted in RU and GB Zoning Districts by Special Use Authorization only. They may also be approved as part of a PD or Master Development Plan. This does not include residual power returning to the grid provided by small scale systems which primarily provide on-site power, subject to Arizona Corporation Commission regulations. Site-specific conditions and/or project scope may require that Applicants provide drainage and soil reports, water budgets and conservation measures, environmental assessments or environmental impact statements, visual impact analyses and/or cultural resources assessments with their application.

The following site development standards shall apply for the permitting, construction and operation of Solar Energy Power Plants:

#### **1824.01 Height**

# EXHIBIT "A" R-16-01 Zoning Regulations Update

Solar Energy Power Plants are exempt from height limits, per Article 20 (Height Exceptions) of the Zoning Regulations.

## **1824.02 Setbacks**

Setbacks from all property boundaries and road travelways for Solar Energy Power Plants shall be, at minimum, twice the minimum setback requirement for the respective Zoning District or shall equal the height of the tallest structure, whichever is greater.

## **1824.03 Distance Between Structures**

There shall be no minimum distance required between Solar Energy Power Plant components or design features and other structures on a property.

## **1825.01 Zoning Districts**

Medical Marijuana Dispensaries, Medical Marijuana Dispensary Cultivation Facilities, Medical Marijuana Infusion Facilities, and Medical Marijuana Cultivation Facilities are allowed by Special Use Authorization in the Rural (RU-4, RU-10, RU-18, RU-36), General Business, Light, and Heavy Industry Zoning Districts.

## **1902.02 Removal of Certain Signs**

- A. Any sign, including all supports, braces, guys, and anchors, existing on or after the effective date of these Zoning Regulations which no longer serves the purpose for which it was erected, shall be removed by the owner, agent, or person having the beneficial use of the property or building on which said sign is located, within 10-calendar days after written notification from the County Zoning Inspector. Upon failure to comply with such notice within the time specified, the County Zoning Inspector is hereby authorized to cause removal of such sign at the expense of the owner of the building or property on which such sign is located.

**1903.06** No sign shall have moving or swinging parts, except that:

- B. Banners, pennants, or devices set in motion by the wind may be permitted as temporary signs for grand openings, open houses, and model home demonstrations for a period not to exceed 30-calendar days.

## **1907.02**

B. DIGITAL SIGNS; one per site.

1. Permitted Structural Type: Ground Sign.
4. Setbacks: All Signs must have a minimum setback of 25-feet to property lines adjacent to a residential use or residential zoning district.
6. Limits on Change in Copy: any message must remain in place for at least four-seconds before changing to another message.
7. Limits on Type of Use: Permitted only for On-Site Permanent Signs, i.e., as a sign which directs attention to a business, profession, or activity conducted on the premises on which the sign is located.

## **1908.01 Billboard Sign**

A Billboard is a free-standing Off-Site Permanent Sign having an area of 300-square feet or more. A Billboard is considered a principal use. Billboards shall maintain the following setbacks and separation requirements:

Zoning Districts: RU, GB, LI, and HI by Special Use Authorization only

## **1908.03 Contractor's Sign; no permit required**

# EXHIBIT "A" R-16-01 Zoning Regulations Update

A temporary sign designating the names of persons or firms engaged in construction or repair on the premises. A Contractor's Sign shall be removed within 10-calendar days after completion of work or upon expiration of building permit.

## **1908.04 Developer's Sign; no permit required**

A temporary sign designating the use which will occupy the premises at some future date. Permitted for non-residential uses and multiple-household dwellings only. Developer's Signs shall be removed within 10-calendar days after opening of the use or upon expiration of the building permit.

## **1908.05 Digital Sign**

A type of unshielded electronic display that can show programming, menus, information, advertising, and other messages. Digital signs are lighted and utilize technologies such as Liquid Crystal Display (LCD), Light Emitting Diodes (LED), plasma displays, or projected images to display content. In these Zoning Regulations, Digital Signs are a sub-category of On-Site Permanent Signs, but with special rules governing Digital Signs. (See Section 1907.02).

## **1908.07 Directory Sign**

Any Sign listing all occupants of a parcel having multiple uses.

One per street frontage for sites having multiple uses, such as shopping centers, office complexes, and industrial parks, provided that no other Ground Sign occupies the premises, and subject to the following limitations:

Zoning Districts: RU, GB, LI, and HI

Structural Type: Ground Sign

Maximum Area: See Section 1907.02

Maximum Height: See Section 1907.02

Illumination: Permitted

## **1908.17 Off-Site Special Event Sign; no permit required**

A temporary sign announcing special events (e.g. rodeos, fairs, grand openings, etc.), to occur on a site other than that on which the sign is located. Such signs, except Window Graphics occupying not more than 25-percent of the window area, shall be included in calculating the maximum aggregate sign area for the site. Each such sign shall be maintained for no more than 30-calendar days.

## **1908.19 On-Site Special Event Sign; no permit required**

A temporary sign announcing special events (e.g. rodeos, fairs, grand openings, etc.) to take place on the premises on which the sign is located. Such signs, except grand opening signs and Window Graphics occupying not more than 25-percent of the window area, must be included in calculating the maximum aggregate sign area for the site. Each such sign shall be maintained for no more than 30-calendar days.

## **1908.20 Political Sign; no permit required**

A temporary sign supporting a candidacy or position in any primary, special, or general election, subject to the following restrictions: Political signs shall be removed within 30-calendar days following the final election for that candidate or issue.

## **1908.22 Real Estate Sign; no permit required**

A temporary sign advertising the premises for lease, rent, or sale. Real Estate Signs shall be removed within 10-calendar days following lease, rent, or sale of the premises.

## **1908.27 Subdivision Development Sign; no permit required**

# EXHIBIT "A" R-16-01 Zoning Regulations Update

A temporary sign advertising the sale of properties within a subdivision, to be removed within 10-calendar days following the sale of 100-percent of lots, or one year from the last sale of subdivision lots, whichever occurs first.

## **2002.03 Height Exceptions**

Height regulations established elsewhere in these Zoning Regulations shall not apply to the following in any district: chimneys, flagpoles (but not higher than 10-feet above the height limitation for that Zoning District), parapet walls extending not more than four-feet above the height limit of the building, amateur radio and residential antennas and related structures, private windmills, Wind Energy Power Plants (See Article 18 for Wind Energy Systems height limits), anemometers, church spires, belfries, residential satellite dishes, cooling towers, water tanks, substation line-support towers, Solar Energy Systems and Solar Energy Power Plants.

## **2003.04 Expansion of a Nonconforming Use**

4. That apartments, manufactured home parks, mobile home parks, and RV parks are considered residential uses, not commercial uses, as applied to this Article, and therefore not permitted to expand.

## **2101 Creation and Membership**

A Board of Adjustment is hereby established in each supervisorial district of Cochise County. Each Board of Adjustment shall consist of three members, each of whom shall be a resident of the supervisorial district from which he is appointed. Appointments shall be made by the Board of Supervisors. Members shall serve without compensation except for reasonable travel expenses. No member of any Board of Adjustment shall be a member of the Cochise County Planning Commission, and no employee of said Planning Commission shall be appointed to a Board of Adjustment. The terms of the members of each Board of Adjustment first appointed shall be two, three, and four years; thereafter, each term shall be four years. Any member may be removed by the Board of Supervisors for neglect of duty, inefficiency, or misconduct in office, after a 10-calendar day written notice and public hearing thereon. A written statement of the reason for removal shall be filed with the Clerk of the Board of Supervisors. If a member moves from the supervisorial district from which he is appointed, his office shall at once become vacant. Vacancies shall be filled for the unexpired term of any member whose office has become vacant.

## **2103.01 Interpretations and Appeals of Interpretations**

An appeal concerning interpretation or administration of these Zoning Regulations may be taken to the Board of Adjustment by any person aggrieved or affected by any decision of the County Zoning Inspector. Such appeal shall be taken within 30-calendar days by filing with the County Zoning Inspector a notice of appeal specifying the grounds therefore on forms provided by the Inspector. The County Zoning Inspector shall transmit to the Board of Adjustment all papers constituting the record of the action being appealed. Such appeal shall stay all proceedings in the matter being appealed, unless the County Zoning Inspector certifies to the Board of Adjustment that, by reason of the facts stated in the certificate, the stay would in his opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed except by a restraining order granted by the Board of Adjustment or by a court of record. The Board of Adjustment shall fix a time for hearing the appeal and give notice thereof to the parties in interest and the public as set forth herein.

## **2103.02 Variances**

Any decision of the Board of Adjustment allowing a Variance shall be considered for revocation by the Board of Adjustment if substantial construction, in accordance with the plans for which such Variance was granted, has not been initiated within 12-months of the date of approval, building permit issuance, or if judicial proceeding to review the Board of Adjustment's decision has been instituted, 12-months from the date of entry of the final order in such proceedings, including appeals. Additionally, if any of the conditions of the Variance approval are not complied with within 12-months or within the time period set by the Board, it shall be revoked after 30-calendar days notice to the owner and Applicant, unless a request for a review hearing before the Board of Adjustment is made by the Applicant within this 30-calendar day appeal period. The Board of Adjustment may grant reasonable extensions to the time limits upon a hearing pursuant to a timely written request by the Applicant.

## **2106 Hearings**



## EXHIBIT "A" R-16-01 Zoning Regulations Update

Upon receipt of notice of appeal, application for a Variance or any other application properly invoking its jurisdiction, the Board of Adjustment shall schedule a public hearing to take place within a reasonable time frame established by the County Zoning Inspector. Public notice of every hearing shall be given not less than 15-calendar days prior to the hearing by publication of the notice at least once in a newspaper of general circulation in the County seat.

In the case of a Variance, the property shall also be posted in no less than two places not less than 10-calendar days in advance of the hearing. Notice shall also be mailed, via first class, to each real property owner, as shown on the last assessment of the property, within 300-feet of the proposed Variance

### **2109 Appeal of a Decision Made by the Board of Adjustment**

Any person aggrieved by a decision of the Board of Adjustment may at any time within 30-calendar days of such decision appeal to the Superior Court, and the matter shall be heard in like manner as appeals from courts of justices of the peace.

### **2204 Amendments Initiated by Application**

The Planning Director has established a schedule of cut-off dates when all required material must be submitted in order to place an amendment application on the agenda of a Planning Commission meeting. These dates are generally 45-calendar days in advance of the meeting to allow adequate time to meet legal notification requirements and to prepare a report on the proposed amendment.

**2206.01** Hold at least one public hearing thereon after at least 15-calendar days notice by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed change. The posting shall be in no less than two places with at least one notice for each quarter mile of frontage along perimeter public rights-of-way so that the notices were visible from the nearest right-of-way.

**2206.09** After holding a public hearing, the Planning Commission shall make a recommendation on the proposed amendment and shall forward it to the Board of Supervisors for its action. If the Planning Commission has held a public hearing, the Board may adopt the recommendations of the Planning Commission through use of consent calendar without holding a second public hearing if there is no objection, request for a public hearing or other protest. If there is an objection, a request for a public hearing or a protest, the Board shall hold a public hearing thereon at least 15-calendar days notice of which shall be given by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed change.

**2207.01** Upon receipt of the Planning Commission's recommendation the Board shall hold a public hearing at least 15-calendar days notice of which shall be given by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed change. After holding the hearing the Board may adopt the amendment, but if 20-percent of the owners of property by area and number within the zoning area file a protest to the proposed change, the change shall not be made except by a three-fourths vote of all members of the Board. If any members of the Board are unable to vote on the question because of a conflict of interest, the required number of votes for the passage of the question is three-fourths of the remaining membership of the Board, except that the required number of votes in no event shall be less than a majority of the full membership of the Board. In calculating the owners by area, only that portion of a lot or parcel of record situated within 300-feet of the property to be rezoned shall be included. In calculating the owners by number or area, County property and public rights-of-way shall not be included.

**2207.03** Notwithstanding the provision of Arizona Revised Statutes, a decision by the Board involving Rezoning of land which is not owned by the County and which changes the zoning classification of such land or which changes the zoning standards of such land as set forth in subsection 2206.05 may not be enacted as an emergency measure and such a change shall not be effective for at least 30-calendar days after final approval of the change in classification by the Board. Unless a resident files a written objection with the Board of Supervisors, the Rezoning may be enacted as an emergency measure that becomes effective immediately by a two-thirds majority vote of the Board.

# **COCHISE COUNTY**

## **R-16-01 Zoning Regulations Update**

**Proposed Text Changes to the County Zoning Regulations**

**Board of Supervisors, July 26, 2016**



***Public Programs...Personal Service***

## COCHISE COUNTY

- Last update: December 2, 2014.
- Purpose of update is to clarify, standardize, and simplify language.
- On May 11, 2016 the Planning and Zoning Commission voted 6-0 to forward this Docket with a recommendation of approval.
- On July 12, 2016 a work session was held with the Board of Supervisors to review the proposed text amendments.



# COCHISE COUNTY

Changes proposed after work session with the Board of Supervisors on July 12, 2016

## 1704 Building/Use Permit Required

### \*List Of Exemptions From Permit Requirements For Single Family Residential Dwellings Only

F. Replacing like for like or repairing existing plumbing fixtures such as toilet, tub, sink, garbage disposal, water heater, or faucets.

**Comment [d1]:** Revised to be equivalent to other sections in the Z-Regs

I. General landscaping including lawn sprinkler systems, subject to water conservation requirements, and retaining walls up to 4-feet in height.)

**Comment [d2]:** Leave as is with no changes

N. Wood, concrete block or wire fences up to sixseven-feet high unless on a corner lot. Solid fences or walls greater than three-feet in height on corner lots require an informational permit.

**Comment [d3]:** Revised to be equivalent to the 2012 International Residential Code.

Q. Replacing cabinets or countertops.)

**Comment [d4]:** Leave as is with no changes

V. Satellite dishes and residential antennas for wireless communications.

**Comment [d5]:** Added to clarify, only for residential uses.



# COCHISE COUNTY

**Discussion**

**Questions**



## COCHISE COUNTY

### **Staff Recommendation**

Staff recommends approval of this Ordinance to amend the Cochise County Zoning Regulations.

### **Suggested Motion**

*Chairman Supervisor, I move to approve Docket R-16-01 as proposed.*



**Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Approve Sales from the May 2016 Online Tax Deed Land Auction

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** Arlethe G. Rios

**of PRESENTER:**

**TITLE** Clerk of the Board

**of PRESENTER:**

**Mandated Function?:**

**Source of Mandate**

**or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve sales from the May 2016 Tax Deed Land Auction of parcels and units listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

**Background:**

From May 2 to May 13, 2016, the second Online Tax Deed Land Auction was conducted, resulting in property sales of \$189,397.53 and admin fees of \$3,525 for a total of \$192,922.53. A total of 303 parcels were sold. All sold parcel information is on the attached Exhibit A (Parcels Sold). All funds were collected through our vendor Public Surplus and a check from them was sent to the County to deposit with the Treasurer's Office. A listing of the Parcels Sold was also provided to the County Treasurer to update the tax roll.

Exhibit B shows the remaining Unsold properties still available for over-the-counter (OTC) purchase. Staff is requesting the Board authorize posting of the OTC list immediately, together with the updated interactive map.

Prior to posting the OTC list, however, BOS staff will REVISE the OTC Terms and Conditions:

- 1) to include a provision that any counter-bids offered in an OTC sale must be in increments of \$25 over the submitted bid, and
- 2) that if multiple bids are received on the same parcel in an OTC situation, all bids will be opened and the highest bidder will be successful. If two or more bids for the same parcel are received for the same amount, the bid received first will be awarded the property.

Many thanks to the Board for allowing this process to be done online making it easier for bidders to participate in our auction.

**Department's Next Steps (if approved):**

Post OTC property list on website and work with bidders interested in purchasing those properties. REVISE OTC terms and conditions as noted above.

When funds have cleared the bank and all required notarized forms are in, issue deeds to new owners and record same.

**Impact of NOT Approving/Alternatives:**

Properties will not be deeded to the buyers and deposited funds will be returned.

**To BOS Staff: Document Disposition/Follow-Up:**

See Background section & Dept Next Steps section.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

*No file(s) attached.*

---



## Board of Supervisors

## Regular Board of Supervisors Meeting

Meeting Date: 07/26/2016

Approve Board appointments and memberships for FY2016-17

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

# of ORIGINALS

Submitted for Signature:

NAME Arlethe Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate  
or Basis for Support?:

## Information

## Agenda Item Text:

Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2016-17 Fiscal Year and approve continuing annual memberships for 2016-17, with payment of associated dues as described herein.

## Background:

We are changing the date of approval for memberships to match our fiscal year, which impacts our budget. The organizations that the Board approved membership in, for 2016-17, appear on the attached listing along with dues amounts (if any). At the same time, the Board is asked to consider renewing or revising its appointments to various committees and boards on which a member of the Board of Supervisors sits.

## Department's Next Steps (if approved):

Notify organizations of continuing membership and of Board member designated to be representative. Board staff will process payment of dues upon receipt of invoices for each of the approved memberships on the attached spreadsheet unless the membership is not renewed by the Board.

## Impact of NOT Approving/Alternatives:

n/a

## To BOS Staff: Document Disposition/Follow-Up:

See department's next steps, above.

## Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

## Account Code(s) for Available Funds

1:

## Fund Transfers

**Attachments**

2016-17 List

---

Committee or Board Assignments for BOS &/or Executive Staff & Annual Membership Dues								
Board, Commission, Committee or Group	Member(s)	Appointed By	Effective Start Date	Effective End Date	Regular Meeting Location	Membership Dues 2015-2016	Membership Dues 2016-2017	Notes
<b>BUDGET:</b>						\$117,000.00	\$117,000.00	
Arizona Association of Counties (AACO)	Cathy Traywick	N/A			Arizona	\$14,593.43	\$16,052.77	
Arizona City / County Management Association (ACMA)	Jim Vlahovich Ed Gilligan Arlethe Rios (joined	N/A			Phoenix	\$685.00	\$685.00	\$320.00 Jim - Full Member \$240.00 Ed - Full Member \$125.00 Arlethe-Associate Member
Arizona Counties Insurance Pool (ACIP)	Jim Vlahovich	N/A				n/a	n/a	
Arizona Rural Development Council	Jim Vlahovich	N/A	Jul-15	through present	Phoenix	n/a	n/a	
Arizona Town Hall	Pat Call Jim Vlahovich Ed Gilligan	N/A		through present	Arizona	\$300.00	\$300.00	
Arizona-Mexico Commission/Border Issues Committee	Jim Vlahovich	N/A	Jul-15	through present	Phoenix	\$225.00	\$225.00	not invoiced yet
Arizona-Mexico Commission/Transportation, Infrastructure, Ports Committee	Jim Vlahovich	N/A	Jul-15	through present	Phoenix	n/a	n/a	Part of AZ/MEX Commission
Board of Health	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
Coalition of Arizona-New Mexico of Counties	Richard Searle	Board of Supervisors		through present	N/A	\$7,600.00	\$7,600.00	not invoiced yet
Cochise College Economic Forum Sponsor	All	N/A		through present	Cochise County	\$4,000.00	\$4,000.00	
Cochise Conservation & Recharge Network	Pat Call	Board of Supervisors	Jun-13	through present	Cochise County	n/a	n/a	
Coronado Resource Conservation & Development	Richard Searle	Board of Supervisors				\$150.00	\$150.00	
Corrections Officers Retirement Plan Board (CORP)	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
CSA (County Supervisors Association)	Pat Call Ann English Richard Searle	N/A		through present	Phoenix	\$62,293.00	\$55,593.00	
CSA / County Managers Association	Jim Vlahovich	N/A	Jul-15	through present	Phoenix	\$100.00	\$100.00	
CSA / Legislative Policy Committee (LPC)	Ann English	Board of Supervisors	1/8/2008	through present	Phoenix	n/a	n/a	
Eastern Arizona Counties Organization	Richard Searle	Board of Supervisors	October 2014	through present		\$11,000.00	\$11,000.00	not invoiced yet
EFSP Board	Richard Searle	Board of Supervisors		through present	Bisbee	n/a	n/a	
Council Appointment - Region 5 (South)	Pat Call	Governor	10/19/2006	through present	Phoenix	n/a	n/a	
Housing Authority of Cochise County(HACC) Board of Commissioners	Ann English	Board of Supervisors	1/8/2008	through present	Bisbee	n/a	n/a	
Huachuca 50	Pat Call	Board of Supervisors	2002	through present	Sierra Vista	\$200.00	\$200.00	not invoiced yet
National Association of Counties (NACo)	Cochise County	N/A		through present	Washington, D.C.	\$2,627.00	\$2,627.00	
Public Lands Advisory Committee, <b>BOS Liaison</b>	Richard Searle	Board of Supervisors	8/14/2007	through present	Bisbee	n/a	n/a	
Public Safety Retirement Board	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
SEAGO Administrative Committee	Jim Vlahovich	N/A	Jul-07	through present	Bisbee	n/a	n/a	Part of SEAGO
SEAGO Executive Committee	Ann English	Board of Supervisors	1/8/2008	through present	Bisbee	\$12,000.00	\$11,313.00	
Sierra Vista Metropolitan Planning Organization	Richard Searle Pat Call, Alternate	N/A	10/22/2013	through present	Sierra Vista	\$300.00	\$300.00	
USPP Executive Committee	Pat Call Ed Gilligan	N/A		through present	Sierra Vista	n/a	n/a	
USPP Partnership Advisory Commission	Ann English Richard Searle	N/A		through present	Sierra Vista	n/a	n/a	
<b>TOTALS:</b>						\$116,073.43	\$110,145.77	
<b>UNEXPENDED BALANCE:</b>						\$926.57	\$6,854.23	

2015-16 \$2,600 for membership and \$5,000 for legal fund

2015-16 - \$55,593.00 Service Fee + \$6,700 Building Maintenance Fund Assessment

2015-16 - \$6,000 Annual Dues + \$5,000 for Mexican Wolf DNA Study

**Action 22.**  
**County Sheriff**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/26/2016

Addition Of an Administrative Assistant Position to the Sheriff's Office

**Submitted By:** Kenneth Bradshaw, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature      **# of ORIGINALS** 0  
NOT Required      **Submitted for Signature:**

**NAME of PRESENTER:** Kenny Bradshaw      **TITLE of PRESENTER:** Jail Commander

**Docket Number (If applicable):**

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Approve the Sheriff's Office request to create an additional Administrative Assistant position to assist the Administrative Manager and the jail utilizing Jail Enhancement Funds in the amount of \$40,231.09 annually.

**Background:**

The Sheriff's Office Administrative Manager currently facilitates a budget of over \$19,000,000. She currently has one assistant. They handle all the budget, grants and payroll for the Sheriff's Office. We wish to hire an Administrative Assistant to assist the Sheriff's Office Administrative Manager and fulfill administrative duties at the jail. The Jail currently has a Detention Officer that is posted in the Administrative area to deal with incoming phone calls and window traffic among other administrative duties. This position would not only assist the Administrative Manager but add a Detention Officer to assist with staffing the jail.

**Projected Duties:**

Exercises control over the preparation, processing and checking of financial information and reports by performing the following duties: Performs complex and routine accounting tasks of a technical nature which involves preparation, processing, and verifying financial information to prepare entries to accounts, general ledger accounts, documenting transactions; compiles financial information detailing assets, liabilities, and capital, and prepares balance sheet and other reports to summarize current and projected financial position; analyzes data for accuracy and initiates corrective action when necessary; may assist with the audit of contracts, orders, and vouchers, may assist in Sheriff's Office budget process or with the County budget process. Inputs and verifies Payroll for the Sheriff's Office. Compiles and inputs data for grants such as the State Criminal Alien Assistance Program. The position would also answer incoming calls during business hours at the jail and handle window traffic including legal and clergy visits. This would free up a Detention Officer to assist with staffing the Jail.

Typical duties would also include:

- Daily mail distribution
- Internal and external correspondence
- Tracking supplies and inventory including capitol equipment, furniture, computers, and storage

locker inventory

- Assisting with purchasing program supplies
- Tracking Time Distribution Reports
- Making all hotel and travel arrangements and submitting vouchers
- Photo coping of preparedness materials
- Preparing monthly reports
- Preparing credit card logs
- Preparing contractual expense reports

**The annual salary of this position would be \$ 28,166.74 but would also provide another Detention Officer for the Jail.**

**Is this position the result of an increase in workload? X Yes No**

**If "Yes", provide information substantiating the increase (# of items processed...etc.):**

**A Detention Officer has been doing the job of an administrative assistant for years causing an increased work load on the current Administrative Manager and her assistant.**

**Planned Date of Hire:** Upon approval

**Proposed FY 16/17 Salary and Benefits (based on date of hire):**

**Annualized Salary and Benefits: \$39,951.16**

**OASI: 2,197.00 Retire: 3,293.94**

**W/C: 77.48 Health Ins.: 6,216.00**

**Department's Next Steps (if approved):**

Upon approval the Sheriff's Office will request the position be announced through Human Resources, conduct testing, select the most qualified applicant to fill the new position.

**Impact of NOT Approving/Alternatives:**

If this position is not approved the Sheriff's Office will continue to fill an administrative position with a Detention Officer and our administrative/financial section will continue to be burdened with jail reports, billing and statistical compilations.

**To BOS Staff: Document Disposition/Follow-Up:**

Upon approval the position will be announced through Human Resources

---

**Attachments**

*No file(s) attached.*

---

**Regular Board of Supervisors Meeting****Health & Social Services****Meeting Date:** 07/26/2016

Approval of Untimely Claims from Canyon Vista Medical Center for Title 36 Patients

**Submitted By:** Mary Gomez, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT # of ORIGINALS 0  
Required Submitted for Signature:**NAME of PRESENTER:** Mary Gomez **TITLE of PRESENTER:** Director, CHSS**Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve payment of several over six month claims submitted by Canyon Vista Medical Center for Title 36 Patients in the amount of \$32,735 for service dates in 2015 and 2016.

**Background:**

Cochise County signed an agreement with Canyon Vista Medical Center (CVMC) in April, 2015 to provide Level I behavioral health services for County residents under court ordered treatment. This agreement was negotiated when the unit on the 4th floor of CVMC's new facility opened. The agreement allowed us to transport our Title 36 patients there instead of to Tucson facilities or to facilities located even further away from Cochise depending upon bed availability for this difficult population. Our daily rate for these services at CVMC is \$900 and is competitive with Tucson facilities. Having this Level I facility available in our County has resulted in more timely admission of patients and decreased expenses for the transport of individuals requiring care.

When the unit first opened, there were multiple challenges in operations and with billing for services rendered. At the same time, we at the County were transitioning responsibility for claims adjudication from CHSS to CAO. With the initial patient claims, there was some miscommunication between CVMC and County staff and CVMC did not bill for some patient services within the six month time frame required by the agreement. Complications included CVMC not receiving timely notification from primary insurers about payment status of claims within the six month time frame. These untimely claims were denied by the County.

After multiple meetings and discussions with all involved, we are now requesting that an exception be made for these untimely claims and CVMC be paid for the services they rendered. The total cost to the County to pay these untimely claims would be \$32,735. Please see spreadsheet attached with Protected Health Information removed - CAO and CHSS have full claims information on file to adjudicate.

County and CVMC staff have been meeting monthly to discuss billing and other issues with services provided under the T36 process, especially those services provided to inmates. CVMC has assured us that their staff now understand all of the billing requirements for these claims and that all claims after these have been, and will continue to be, submitted timely.

**Department's Next Steps (if approved):**

Process claims described above.

**Impact of NOT Approving/Alternatives:**

Financial loss for CVMC and damage to relationship between CVMC and County into the future.

**To BOS Staff: Document Disposition/Follow-Up:**

None needed.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers****Attachments**

CVMC Untimely Claims

Budget History For Claims

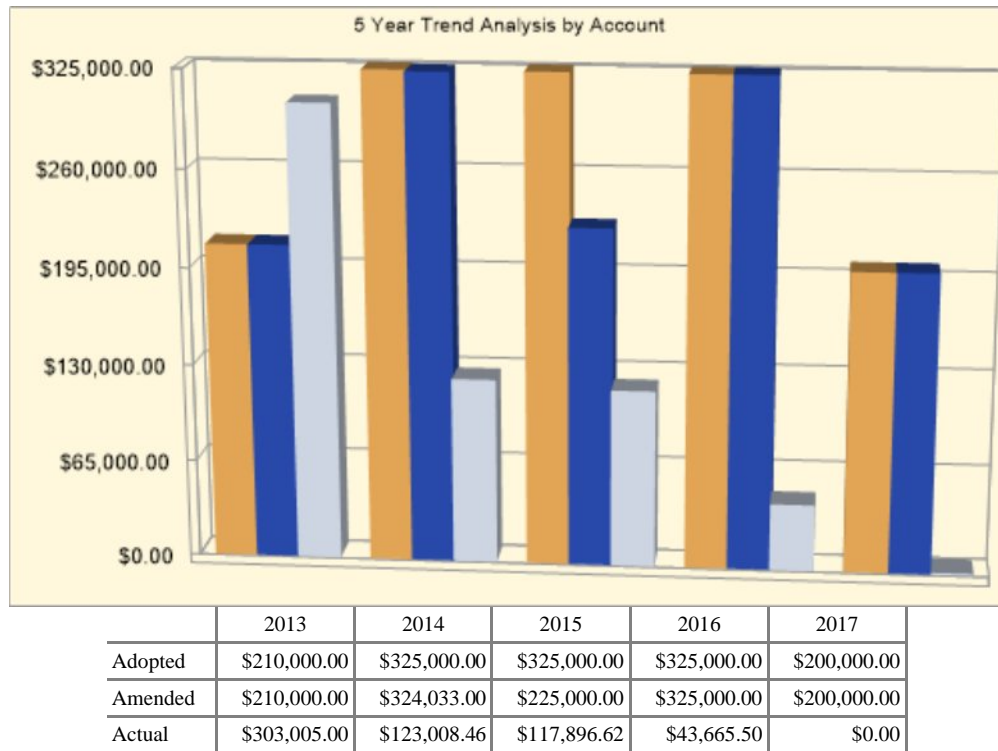
---

Acct #	Patient Name Removed	ADMIT DATE	DISCHARGE DATE	INITIAL CLAM SENT	NOTES	Amount Untimely Billed			
05226978		6/9/2015	6/22/2015	4/5/2016	NT19 - County responsible COE to COT	\$10,800			
05229120		6/16/2015	6/17/2015	5/23/2016	T19 - County responsible until dismissed	\$900			
05229813		6/19/2015	6/23/2015	4/5/2016	T19 - County responsible 1st 3 business days of COE - COT	\$3,600			
5232042		6/27/2015	7/20/2015	5/23/2016	T19 - County responsible 1st 3 business days of COE - COT	\$4,500			
05232623		6/30/2015	7/3/2015	4/8/2016	T19 - County responsible 1st 3 business days of COE - COT	\$2,700			
05236402		7/11/2015	7/17/2015	4/8/2016	Duplicate billing	\$0			
05237451		7/15/2015	7/24/2015	4/8/2016	Pt already under COT during these dates of stay	\$0			
05254578		9/14/2015	9/28/2015	10/9/2015	T19 - County responsible 1st 3 business days of COE - COT	\$2,700			
05258315		9/28/2015	10/23/2015	4/4/2016	Pt already under COT during these dates of stay - admitted due to revocation of OP status	\$0			
05271873		11/12/2015	11/16/2015	4/8/2016	Petition not filed in Cochise County	\$0			
05220661		5/19/2015	6/4/2015	8/14/2015	County paying secondary to Medicare	\$1,260			
05227586		6/10/2015	6/25/2015	4/15/2016	T19 - County responsible 1st 3 business days of COE - COT	\$4,500			
05229145		6/17/2015	6/29/2015	5/20/2016	T19 - County responsible until dismissed	\$900			
05229338		6/17/2015	7/8/2015	4/15/2016	County paying secondary to Blue Cross	\$875			
05234315		7/3/2015	7/4/2015	4/15/2016	Petition not filed in Cochise County	\$0			
05252467		9/6/2015	9/8/2015	4/15/2016	Petition not filed in Cochise County	\$0			
					Total	\$32,735			



100-6000-6210 431.322 (General Fund-Cochise Aging & Social Servs-Mental Health Hospital)

Classification Support and Care of Persons, Support and Care of Persons



Claims for FYE 2016 which are being processed for payment = \$62,340.89.